STATEMENT OF WORK

ADMINISTRATIVE JUDGE SERVICES

TO CONDUCT HEARING PROCEEDINGS FOR EEOC COMPLAINTS

(BASE PLUS 2 Option Years)

C.1 DESCRIPTIONS, SPECIFICATIONS, AND STATEMENT OF WORK

1. BACKGROUND

From time to time, the U.S. Equal Employment Opportunity Commission (EEOC) requires the services of an Administrative Judge to conduct hearing proceedings in the EEO Complaints of its own employees. To avoid the appearance of conflict of interest, the EEOC does not utilize its own staff Administrative Judges.

1. SCOPE OF WORK TO BE PERFORMED

Contractors conduct all proceedings in accordance with 29 C.F.R. § 1614.109 (as revised), EEOC Management Directive MD-110 (both effective November 9, 1999).

The contractor will be responsible for conducting hearing proceedings in EEO Complaints of EEOC employees for the required period of performance, i.e. base plus 2- year option and to lock in “prices” (labor hour) for the periods of performance. The two-year option period will be at the sole discretion of the government, if exercised.

Option to Extend the Term of the Blanket Purchase Agreement (BPA):

(a) The Government may extend the term of this BPA by written notice to the Contractor within thirty (30) calendar days prior to the expiration of the BPA; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the BPA expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended BPA shall be considered to include the option clause.

(c) The total duration of this BPA, including the exercise of any options under this clause, shall not exceed 36 months.

The contractor will be paid on an hourly basis. Allowable costs incurred by the contractor as a result of performance consist of direct labor expenses to conduct pre-hearing proceedings, the hearing, travel, per diem, and other miscellaneous expenses plus the normal and ordinary expenses incurred in the processing of complaints at the hearing phase.

Mandatory training will be provided periodically at Government expense to acquaint contractors with the EEOC administrative practices, and to update and refresh their knowledge of applicable laws and regulations.

The schedule for completion of work is typically 180 calendar days from the contractor's receipt of the complaint file. This time period may vary in each individual contract, depending upon the nature and complexity of the case. Timely processing is a vital element of the contract. All communications with the parties should be in writing by letter or email. EEOC encourages the use of both communications methods. All requests for extensions of time by the contractor must be submitted to the Contracting Officer Representative (COR) 30 calendar days prior to agreement expiration, and will only be granted when good cause for an extension is shown.

EEOC encourages the use of Alternative Dispute Resolution (ADR), such as mediation, at all levels of the EEO complaint process. In the event that the parties agree to attempt ADR during the hearing phase, the contractor shall hold the hearing process in abeyance for a reasonable period of time (typically 90 calendar days), to allow them to pursue the ADR process. A request to extend the period of performance for the purpose of allowing the parties to attempt ADR shall be considered by the COR to be good cause for an extension of time.

Conducting hearing proceedings may include the following:

1. Reading and analyzing complaint file. Complaint files will be sent to the contractor by the EEOC as soon as a BPA Call is awarded.
2. Issuing an Acknowledgment and Order. The contractor shall issue an Acknowledgment and Order to the parties within 10 days after receipt of the complaint file, with a copy to the COR. In the Order, the contractor will inform the parties that they have 15 calendar days to initiate discovery, if discovery is needed. The contractor will give the parties a deadline (typically 90 calendar days) in which to conduct discovery, and will designate the specific date on which discovery will end.

The contractor shall inform the parties that they are to serve their discovery requests on one another and on the contractor. The contractor shall control requests for extensions. In the Order, the contractor shall inform the parties that any discovery disputes regarding methods, the timetable, or specific discovery requests, are to be submitted to the contractor in the form of a Motion for Resolution.

1. Case Assessment. The contractor should review the complaint file, including the investigative report, for procedural defects and potential dismissal issues. A contractor may find it useful to schedule a conference to: (1) expedite disposition of the case; (2) establish early and continuing control so that the case will not be protracted because of lack of management; (3) discourage wasteful pre-hearing activities; (4) improve the quality of the hearing through more thorough preparation; and (5) facilitate the settlement of the case. Also, an early conference that focuses on a discovery plan jointly submitted by the parties may make it easier for the contractor to address motions that may be filed as discovery proceeds.

During ongoing case assessment, a number of matters may emerge that require the contractor’s intervention, including, *inter alia*, consolidation or amendment of complaints, agency dismissed claims, spin-off allegations and disputes regarding official time. In all of these circumstances, the contractor’s rulings must be clearly communicated to the parties in writing.

Decisions on these matters must be made in accordance with 29 C.F.R. Part 1614 and MD-110, plus Commission decision precedent and guidance provided by EEOC to the BPA Call Administrative Judges. With respect to consolidation or amendment determinations, the contractor shall refer in particular to 29 C.F.R. § 1614.106 and 29 C.F.R. § 1614.606.

These rulings may have an effect on the scope of work being performed under the BPA. The contractor must contact the COR if there is likely to be a consolidation or amendment to the case.

1. Conducting the Pre-hearing Conference (whether face-to-face or by telephone or video, whichever means is most practical).

Important points to cover: 1) Make a vigorous attempt to mediate a settlement of the complaint; 2) Where settlement is unlikely and even concurrently with efforts to settle, discuss discovery and motions schedule and prepare for hearing.

Preparation for the hearing would include reviewing the claims of the complaint with the parties, advising the parties on the applicable law and the requisite burdens of proof, and determining which issues will and will not be heard and which may be the subject of summary judgment. The contractor shall review any stipulations of facts witness lists submitted by the parties. In addition, the contractor shall discuss hearing procedures with the parties as needed, including deciding whether exhibits will be proffered in advance or at hearing.

1. Conducting the hearing. The hearing must be conducted in accordance with 29 C.F.R. § 1614.109 and EEOC Management Directive MD-110, Chapter 7 (Hearings). The length of the hearing depends upon the complexity of each individual case.

Court reporting services for any hearing will be arranged by the contractor and paid for by EEOC’s Office of Equal Opportunity (OEO). The contractor shall direct the court reporter to bill OEO directly. It is important that the contractor communicate directly with OEO when establishing a hearing date and venue, as OEO is responsible for logistics related to the hearing, such as making sure space is available, and providing for the presence of approved witnesses.

1. Issuing a decision. The contractor shall issue a decision in writing unless the complaint is settled, or otherwise does not result in a decision through no fault of the contractor. The contractor may issue a decision from the bench at the conclusion of the hearing in lieu of issuing a written decision, so long as the bench decision is recorded in the transcript of the hearing. A decision in writing must be issued by the contractor within 30 calendar days after receipt of the transcript (or receipt of post-hearing briefs where the contractor allows for them). The contractor may also issue an order limiting the scope of the hearing, or issue a decision without holding a hearing, where the contractor determines that some, or all, facts are not in genuine dispute.
2. Transmitting the decision and record to EEOC.

Transmitting the decision and complete record to the complainant, his or her representative, if any, and to the EEOC’s COR and Office of Equal Opportunity in a timely fashion is a critical performance element of an Administrative Judge’s contract. The time for an agency to take final action does not begin until the agency receives a copy of the record, including the decision that concludes all phases of the hearing process. See 29 C.F.R. §1614.110(a).

If a hearing is held on the complaint, the contractor shall distribute copies of the decision and the record to the parties within 30 calendar days after receipt of the transcript. If a hearing is not held on the complaint, the contractor shall send to the parties’ copies of the record, including the contractor’s decision or Order that concludes the hearing process, within 30 calendar days of the resolution of the complaint. A Certificate of Service shall accompany the transmittal.

1. The period of performance under this BPA consists of a base year of twelve (12) months with (2) one-year option periods to extend the term of the BPA as follows:

The total duration of the BPA shall not exceed 36 months if the options are

exercised.

1. Progress reports. The contractor shall submit a progress report to the COR on a

monthly basis. The contractor shall provide copies of the Acknowledgment and

Order, notice of scheduled hearing date(s), notices of extensions granted, Orders,

rulings, and correspondence that may require support from OEO to the COR. The

contractor will inform the COR by email, with at least thirty (30) calendar days in

advance, of a schedule hearing date.

1. Place of Performance. Work will be performed in the continental U.S. (CONUS)

including but not limited to the following locations:

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| --- | --- | --- | --- |
| Albuquerque, NM | El Paso, TX | Louisville, KY | Raleigh, NC |
| Atlanta, GA | Fresno, CA | Memphis, TN 38104 | Richmond, VA |
| Baltimore, MD 21201 | Greensboro, NC | Miami, FL | San Antonio, TX |
| Birmingham, AL | Greenville, SC | Nashville, TN | San Diego, CA |
| Boston, MA | Honolulu, HI | Newark, NJ | San Francisco, CA |
| Buffalo, NY | Houston, TX | New Orleans, LA | San Jose, CA 95112 |
| Charlotte, NC | Indianapolis, IN | Newark, NJ | San Juan, Puerto Rico |
| Chicago, IL | Jackson, MS | Norfolk, VA | Savannah, GA |
| Cincinnati, OH | Kansas City | Oakland, CA | Seattle, WA |
| Cleveland, OH | Milwaukee, WI | Oklahoma City, OK | St. Louis, MO |
| Dallas, TX | Minneapolis, MN | Philadelphia, PA | Tampa. FL |
| Denver, CO | Little Rock, AR | Phoenix, AZ | Washington, DC |
| Detroit, MI | Los Angeles, CA | Pittsburgh, PA |  |

1. COMPENSATION AND CLAIM FOR PAYMENT

The contractor shall submit a claim for payment within 30 calendar days after issuing a decision and transmitting the hearing record to EEOC’s Office of Equal Opportunity, or after issuing the document that records a resolution of the complaint.

The contractor’s claim for payment shall be submitted to the COR. The claim shall include a statement of all expenses and travel costs incurred. The claim must be accompanied by a copy of the decision that the contractor transmitted to the parties concluding the hearing process. If no decision has been issued on the complaint, the claim must be accompanied by the settlement agreement or other document which ended the conduct of the hearing.

The contractor shall not exceed the grand total indicated on the face page of the purchase order. The Government is not obligated to reimburse the contractor for costs incurred in excess of the Not-To-Exceed grand total specified in the purchase order. If the contractor foresees a cost overrun due to circumstances beyond the contractor's control, the contractor shall stop work immediately and notify the Acquisition Services Divisions Contracting Officer (at the telephone number shown on the purchase order). Unless the Contracting Officer authorizes costs beyond the amount indicated on the face page of the BPA Call in writing, the contractor will not be entitled to payment.

If the complaint is settled, or otherwise does not result in a decision through no fault of the contractor, the contractor shall be compensated for work actually performed.

1. EEOC-FURNISHED PROPERTY FOR THE PERFORMANCE OF THE WORK
   1. The Equal Employment Opportunity Commission agrees to furnish to the contractor the government property described below for use on a no-charge basis, in the performance of the purchase order. This paragraph refers only to property presently in the possession of EEOC or to be acquired by EEOC from sources other than the contractor.

Description of EEOC-Furnished Property: 1) The complaint file, including the complete investigative file, that was developed by EEOC in each of the complaints covered under the purchase order; and 2) all documents received by the contractor in the performance of the purchase order.

* 1. The contractor is not authorized to acquire any property for EEOC.
  2. The title to all property acquired and/or furnished under the BPA Call shall remain with and vest in the government.
  3. The contractor shall be directly responsible and accountable for all government property provided under the purchase order. The government, and any persons designated by it, shall at all reasonable times have access to the premises where any of the government property is located, for the purpose of inspecting the property.

1. DESCRIPTION OF AGREEMENT

The contractor shall furnish the above described services as requested by the Contracting Officer or the authorized representative(s) of the Contracting Officer during the period of performance. The total aggregate amount for service calls shall not exceed $24,999.

1. EXTENT OF OBLIGATION

The Equal Employment Opportunity Commission is obligated only to the extent of authorized BPA Calls actually made under this BPA.

1. PRICING

Prices to the Government shall be as low as or lower than those charged Contractor’s most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment.

1. ORDERING

(a) Any supplies and services to be furnished under this BPA shall be ordered by issuance of delivery orders or BPA Calls by the individuals or activities designated in the Schedule. Such order may be issued from the effective date of the BPA through one (1) year thereafter.

(b) All task orders or BPA Calls are subject to the terms and conditions of this BPA. In the event of conflict between a delivery order or BPA Call and this BPA, the BPA shall control.

(c) If mailed, a task order or BPA Call is considered “issued” when the Government deposits the order in the mail. Orders may be orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

1. BLANKET PURCHASE AGREEMENT SPECIAL PROVISION

Any order issued during the effective period of this BPA and not completed within that period shall be completed by the Contractor within the time specified in the order. The BPA shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the BPA’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this BPA after 120 calendar days.

1. PURCHASE LIMITATION

No individual order under this BPA shall exceed $10,000.00 without prior approval of the Contracting Officer.

1. NOTICE OF INDIVIDUALS AUTHORIZED TO PURCHASE UNDER THIS BPA AND DOLLAR LIMITATIONS

The following individuals are authorized to place orders under this BPA:

NAME TITLE DOLLAR LIMITATION PER CALL

Primary:

Contracting Officer $10,000.00

Alternates:

Contracting Officer $10,000.00

Contracting Officer $10,000.00

Orders shall be made by government Visa charge card or in writing. Each written order shall be submitted by the EEOC Program Office on the EEOC Form 123 (Revised September 92). All Visa charge card purchases will be tracked by charge card number and BPA Call number.

1. DELIVERY TICKETS

All shipments under this BPA, shall be accompanied by delivery tickets or sales slips which shall contain the following minimum information:

1. Name of supplier.

B. BPA Number.

* 1. Date of order/person’s name that placed order/person’s name who took the order.
  2. Order/BPA Call Number.
  3. Itemized list of supplies or services furnished.
  4. Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show this information).
  5. Date of delivery of services or shipment.

1. INVOICES

An itemized invoice shall be submitted within 30 calendar days after issuing the decision or after issuing the document that record the resolution of the complaint. The contractor shall submit an electronic invoice to the U.S. Department of The Treasury’s Invoice Processing Platform (IPP) to submit invoices to EEOC.

Email Address: [www.ipp.gov](http://www.ipp.gov)

The contractor shall submit a duplicate invoice via email or fax to the following addresses:

U.S. Equal Employment Opportunity Commission

Office of Federal Operations

131 M ST., N.E., Room 5SE21B

Washington, DC 20507

Attn: TBD

Fax No.: (202) 663-4592

U.S. Equal Employment Opportunity Commission

Acquisition Services Division

131 M ST., N.E., 4th Floor, OCFO/ASD

Washington, DC 20507

Tia Haslett, Supervisory Contracting Officer

Fax No.: (202) 663-4247

1. INSPECTION AND ACCEPTANCE

If this BPA is for supplies, EEOC reserves the right to reject or return unsatisfactory material within ten (10) calendar days after receipt at no cost to the Government. If for services, the Government may, within the same period, reject unsatisfactory services and require correction at no cost to the Government. The COR will be responsible for the inspection and acceptance rendered by the contractor under this BPA.