

CONCILIATION AGREEMENT

Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs

And

BlueForce, Inc.
6 Manhattan Square, Suite 101
Hampton, VA 23666

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) initiated a complaint of BlueForce, Inc. (hereinafter BF) located at 6 Manhattan Square, Suite 101, Hampton, VA 23666, beginning on March 27, 2019. OFCCP found that BF failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and its respective implementing regulations at 41 CFR Parts 60-1.12 and 60-50.

OFCCP notified BF of the specific violations and the corrective actions required in a Notification of Results of Investigation (NORI) issued on September 15, 2020.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and BF enter into this Conciliation Agreement (Agreement) and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for BF's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Executive Order 11246 (E.O. 11246), Section 503, and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA). However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if BF violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review BF's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. BF will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves BF of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity

through affirmative action.

4. BF and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
5. BF agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
8. This Agreement becomes effective on the day it is signed by the Assistant District Director (Effective Date).
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after BF submits its final progress report required in Section VIII, below, unless OFCCP notifies BF in writing before the expiration date that BF has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that BF has met all of its obligations under the Agreement.
11. If BF violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send BF a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. BF shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If BF is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.

- iv. In the event of a breach of this Agreement by BF, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
 - b. BF may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27 and/or other appropriate relief for violating this Agreement.
12. BF neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
17. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violation and Remedy

1. **Violation:** OFCCP found that during the period of March 1, 2017 through February 28, 2019, BF failed to maintain and preserve all personnel or employment records made or kept by BF for a period of two years from the date of the making of the record or the personnel action involved, whichever occurs later, as required by 41 CFR 60-1.12(a). Specifically, BF failed to preserve employment records and failed to maintain personnel activity data for applicants, hires and promotions.

Remedy: BF will maintain and preserve all personnel or employment records made or kept by BF for a period of two years from the date of the making of the record or the personnel action involved, whichever occurs later, as required by 41 CFR 60-1.12(a).

2. **Violation:** OFCCP found that BF failed to engage in affirmative action to ensure that employees were treated without regard to their national origin during employment, in violation of 41 CFR 50.2(a). Specifically, when employees complained of being treated differently based on their national origin, rather than investigate the complaints, BF instructed employees to stop filing complaints with BF's corporate headquarter office.

Remedy: BF will engage in affirmative action to ensure that employees are treated without regard to their national origin during employment, as required by 41 CFR 50.2(a).

Specifically, BF will:

- 1) Foster an environment in which all employees are treated equally regardless of their national origin during employment;
- 2) Provide diversity training to all supervisors and management personnel, at least annually; and
- 3) Establish and implement procedures for handling and resolving all complaints.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** BF agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. BF will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

- a. **Schedule and Instructions.** Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1: The first progress report shall be due on November 30, 2021, and shall cover the period of October 1, 2020 through September 30, 2021.

Progress Report 2: The second progress report shall be due on November 30, 2022, and shall cover the period of October 1, 2021 through September 30, 2022.

The reports will include:

- A. Employment activity data for applicants, hires and promotions by job group, race and sex, as specified in violation #1. For applicants and hires, provide in detail of any data management techniques used during the application process, which

should include the criteria that were used and the number of applicants identified in each step of the selection process. In addition, BF will provide a summary of the number of candidates, by job group, race and sex, who applied for each promotional opportunity.

B. Documentation of BF's annual diversity training, as specified in Violation #2. This documentation must identify the following:

- i. Time and place of the training;
- ii. Name and job title of the person(s) who conducted the training;
- iii. Name, job title, and signature of all BF manager and supervisor employees who attended the training;
- iv. Subject matter of the training, including any handouts, visual presentations or other materials;
- v. The location and duration of the training; and
- vi. Any expenses associated with the training.

BF will submit reports to Dianna Adams, Assistant District Director, U.S. Department of Labor/OFCCP, 400 North 8th Street, Suite 466, Richmond, Virginia 23219. BF and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports BF provides in accordance with this Agreement are customarily kept private or closely-held, and BF believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, BF will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts BF's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify BF in writing within sixty (60) days of the date of the final progress report that BF has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies BF within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines BF has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of BF personally warrants that he or she is fully authorized to do so, that BF has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on BF.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and BlueForce, Inc., 6 Manhattan Square, Suite 101, Hampton, Virginia 23666.

(b) (6), (b) (7)(C)

CEO
BlueForce, Inc.
Hampton, Virginia 23666

DATE: 21 Dec 2020

(b) (6), (b) (7)(C)

Assistant District Director
Mid-Atlantic Region
Richmond Area Office

DATE: _____

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(E)
Equal Opportunity Specialist
Mid-Atlantic Region
Richmond Area Office

DATE: _____