

Conciliation Agreement
Between the
U.S. Department of Labor, Office of Federal Contract Compliance Programs and
Gaumard Scientific Company, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated Gaumard Scientific Company, Inc.'s establishment (hereinafter "Gaumard Scientific") located at 14700 SW 136th Street, Miami, Florida 33196-5691, beginning on January 28, 2021. OFCCP found that Gaumard Scientific failed to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and its implementing regulations at 41 CFR 60-300.5(a)2-6.

OFCCP notified Gaumard Scientific of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on July 22, 2021.

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

II. General Terms and Conditions

1. In exchange for Gaumard Scientific's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Gaumard Scientific 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 Gaumard Scientific'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. Gaumard Scientific 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 OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Gaumard Scientific of its obligation to fully comply with the requirements of VEVRAA, its implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Gaumard Scientific 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.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement 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.
7. This Agreement becomes effective on the day it is signed by the District Director of the Nashville District Office, Nashville, Tennessee.
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Gaumard Scientific submits its final progress report required in Section IV, below, unless OFCCP notifies Gaumard Scientific in writing before the expiration date that Gaumard Scientific 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 Gaumard Scientific has met all of its obligations under the Agreement.
10. If Gaumard Scientific violates this Agreement:
 - i. The procedures at 41 C.F.R. 60-300.63 will govern:
 - a. OFCCP will send Gaumard Scientific a written notice stating the alleged violations and summarizing any supporting evidence.
 - b. Gaumard Scientific 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.
 - c. If Gaumard Scientific is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - d. In the event of a breach of this Agreement by Gaumard Scientific, 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 in the Agreement.

- e. Gaumard Scientific may be subject to the sanctions set forth in 41 C.F.R. 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Gaumard Scientific does not admit any violation of VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
 13. 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.
 14. Each party shall bear its own fees and expenses with respect to this matter.
 15. 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.
 16. 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 Violations and Remedies

1. **VIOLATION:** During the period January 28, 2019 through January 28, 2021, Gaumard Scientific failed to immediately list all employment openings with either the state workforce agency job bank or a local employment service delivery system serving the location where the openings occurred in violation of 41 CFR 60-300.5(a)2-6.

CORRECTIVE ACTION: Gaumard Scientific will list all employment openings as they occur with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that will allow the ESDS to provide priority referrals of protected veterans to Gaumard Scientific, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, Gaumard Scientific will also advise the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provide the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at

each location, in accordance with 41 CFR 60-300.5(a)4. Should any of the information in the disclosures change since it was last reported to the ESDS, Gaumard Scientific shall provide updated information simultaneously with its next job listing.

2. **VIOLATION:** During the period January 28, 2019 through January 28, 2021, Gaumard Scientific failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in the prescribed manner, in violation of 41 CFR 60-300.5(a)-(d).

CORRECTIVE ACTION: Gaumard Scientific will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d). If Gaumard Scientific incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it must incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).

3. **VIOLATION:** During the period January 28, 2019 through January 28, 2021, Gaumard Scientific failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit protected veterans, in violation of 41 CFR 60-300.44(f)(1)(i). Specifically, Gaumard Scientific is currently in the process of implementing an outreach and positive recruitment program designed to effectively recruit protected veterans however the process is in the planning period.

CORRECTIVE ACTION: Gaumard Scientific will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2). As part of these efforts, Gaumard Scientific will contact the following organizations and establish relationships to allow Gaumard Scientific to utilize these sources in its efforts to increase its outreach and positive recruitment of protected veterans:

- a. Florida International University
Veteran & Military Affairs
11200 SW 8th Street, TWR 100
Miami, Florida 33165
Attn: Marquay Smith, VetSuccess on Campus Counselor
- b. Soldier for Life Transition Assistance Program
U.S. Southern Command, U.S. Army Garrison
Miami Directorate of Human Resources
9301 NW 33 Street, Room E2066
Miami, Florida 33172
Attn: Sandra Brown
Telephone: (305) 437-1717
Email: **Ex (6), Ex (7)(C)** iv@mail.mil

- c. Miami VET Center
8280 NW 27th Street, Suite 511
Miami, Florida 33122
Attn: Jorge Martinez, Veterans Outreach Program Spec
Email: **Ex (6), Ex (7)(C)**@va.gov
- d. American Red Cross of South Florida
335 SW 27th Avenue
Miami, Florida 33135
Attn: Deborah (Debbie) Koch, Executive Director
Telephone: (305) 644-1200

IV. **OFCCP Monitoring and Reporting Period**

1. **Recordkeeping.** Gaumard Scientific will retain all records relevant to the findings cited in Section III above, and the reports submitted in compliance as shown below. These records include underlying data and information such as emails, letters, correspondence, Human Resources Information System (HRIS) data, and any other records or data used to generate the required reports. Gaumard Scientific will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Schedule and Instructions.**
 - a. Gaumard Scientific will submit the reports described below electronically to: Valerie Y. McClelland, Assistant District Director, at **Ex (6), Ex (7)(C)**@dol.gov and **Ex (6), Ex (7)(E)**, Compliance Officer, at **Ex (6), Ex (7)(C)**@dol.gov.
 - b. Gaumard Scientific 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 or information Gaumard Scientific provides in accordance with this Agreement are customarily kept private or closely-held, and Gaumard Scientific believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Gaumard Scientific will provide such report to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.
 - c. The progress report shall be due on July 31, 2022 and shall cover the period of July 1, 2021 through June 30, 2022.

3. Reporting Submissions.

- a. Gaumard Scientific shall submit documentation to include the following:
 - i. In response to Violation 1, documentation evidencing that Gaumard Scientific listed all employment openings as they occurred with an appropriate employment service delivery system (ESDS) (either the state workforce agency job bank or a local ESDS) where the openings occur, in a manner and format that allowed the ESDS to provide priority referrals of protected veterans to Gaumard Scientific, as required by 41 CFR 60-300.5(a)2-6. Also, Gaumard Scientific shall provide documentation evidencing that it advised the employment service delivery system that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state, and provided the employment service delivery system with the name and address of each of its hiring locations within the state and the contact information for the contractor official responsible for hiring at each location, in accordance with 41 CFR 60-300.5(a)4.
 - ii. In response to Violation 2, documentation evidencing that Gaumard Scientific included or referenced the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-300.5(a)-(d). If Gaumard Scientific incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will demonstrate that it incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).
 - iii. In response to Violation 3, documentation evidencing that Gaumard Scientific has undertaken appropriate external outreach and positive recruitment activities reasonably designed to effectively recruit protected veterans, such as those described at 41 CFR 60-300.44(f)(2). Examples of such documentation may include, but is not limited to, emails, letters, and other correspondence between Gaumard Scientific and Veterans organizations.

4. **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 Gaumard Scientific's progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Gaumard Scientific in writing within sixty (60) days of the date of the progress report that Gaumard Scientific has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Gaumard Scientific within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Gaumard Scientific has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Gaumard Scientific, 14700 SW 136th Street, Miami, Florida 33196-5691.

DATE: 7-30-2021

Ex (6), Ex (7)(C)

Daphne Eggen
President
Gaumard Scientific
14700 SW 136th Street
Miami, Florida 33196-5691

DATE: 08/02/2021

Ex (6), Ex (7)(C)

E. Michelle Hernandez
District Director – Nashville
Office of Federal Contract Compliance Programs

DATE: 08-02-2021

Ex (6), Ex (7)(C)

Ex (6), Ex (7)(E)
Compliance Officer – Nashville
Office of Federal Contract Compliance Programs