

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Sun Eagle Corporation

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Sun Eagle Corporation (SEC), located at 461 North Dean Avenue, Chandler, Arizona, beginning on February 7, 2022. OFCCP found that SEC failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order), and their respective implementing regulations at 41 CFR Chapter 60.

Today, OFCCP notified SEC of the specific violation(s) and the corrective action(s) required in a Notice of Violation (NOV).

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 SEC enter into this Conciliation Agreement (Agreement) and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for SEC's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if SEC violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review SEC'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. SEC 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 SEC 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. SEC 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.

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.

### **III. Technical Violations and Remedies**

1. **VIOLATION:** During the February 7, 2021 through February 6, 2022 review period, SEC failed to physically include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000, as required by 41 CFR 60-4.3(a)(2).

**REMEDY:** SEC agrees to physically include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" and the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" containing the applicable goals for minority and female participation in its construction subcontracts in excess of \$10,000, as required by 41 CFR 60-4.3(a)(2).

2. **VIOLATION:** During the February 7, 2021 through February 6, 2022 review period, SEC failed to provide written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that was made under a covered federal or federally assisted construction contract, as required by 41 CFR 60-4.2(d)3.

**REMEDY:** SEC agrees to provide written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that is made under a covered federal or federally assisted construction contract, as required by 41 CFR 60-4.2(d)3. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

3. **VIOLATION:** During the February 7, 2021 through February 6, 2022 review period, SEC failed to maintain and/or have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c).

**REMEDY:** SEC agrees to identify the gender, race and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3 in personnel or employment records they maintain as required by 41 CFR 60-1.12(c).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** SEC agrees to retain all records relevant to the violation(s) 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. SEC will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

SEC agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on January 31, 2023 covering the period of Effective Date through December 31, 2022
- b. Progress Report 2: Due on January 31, 2024 covering the period of January 1, 2023 through December 31, 2023.

Documentation of:

- i. Copies of all subcontracts and purchase orders during the reporting period.
- ii. Evidence that SEC provided written notification to OFCCP within 10 working days of award of any construction subcontract in excess of \$10,000 that is made under a covered federal or federally assisted construction contract.
- iii. Copies of self-identification forms for all applicants and Internet Applicants during the reporting period.

SEC will submit reports to Compliance Officer (b) (6), (b) (7)(C) SEC 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 SEC provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and SEC believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, SEC will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify SEC of the FOIA request and provide SEC an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

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 SEC's final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify SEC in writing within sixty (60) days of the date of the final progress report that SEC 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 SEC within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines SEC has met all of its obligations under the Agreement.

**V. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Sun Eagle Corporation, 461 North Dean Avenue, Chandler, Arizona.

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

MARTIN ALVAREZ  
CEO & President  
Sun Eagle Corporation  
Chandler, Arizona

DATE: MAY 27, 2022

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

MARVIN R. JORDAN  
Director  
Phoenix District Office  
Pacific Region

DATE: \_\_\_\_\_