

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
International Development Solutions  
13530 Dulles Technology Drive  
Herndon, VA 20171

**PART I: General Provisions**

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and International Development Solutions, 13530 Dulles Technology Drive, Herndon, VA 20171.
2. The violations identified in this Agreement were found during a compliance evaluation of International Development Solutions which began on March 21, 2019, and were specified in a Notice of Violation that was issued on February 4, 2020 OFCCP alleges that International Development Solutions has violated Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212) and implementing regulations at 41 CFR Chapter 60 due to the specific violations cited in Part II below.
3. This Agreement does not constitute an admission by International Development Solutions of any violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212); and the implementing regulations.
4. The provisions of this Agreement will become part of International Development Solutions' AAP. Subject to the performance by International Development Solutions of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of International Development Solutions with all OFCCP programs will be deemed resolved. However, International Development Solutions is advised that the commitments contained in this Agreement do not preclude future determinations of noncompliance based on a finding that the commitments are not sufficient to achieve compliance.
5. In the event it resumes operation within the period covered by this Agreement, International Development Solutions agrees that OFCCP may review compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents, as may be relevant to the matter under investigation and pertinent to International Development Solutions' compliance. In the event it resumes operation within the period covered by this Agreement, International Development Solutions shall permit access to its premises during normal business hours for these purposes.
6. Nothing herein is intended to relieve International Development Solutions from the obligation to comply with the requirements of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and/or the Vietnam Era Veterans' Readjustment

Assistance Act of 1974, as amended (38 U.S.C. 4212); their implementing regulations; or any other equal employment statute or executive order or its implementing regulations.

7. International Development Solutions agrees that there will be no retaliation of any kind against any beneficiary of this Agreement or against any person who has provided information or assistance, or who files a complaint, or who participates in any manner in any proceedings under Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212).
8. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the Acting Assistant District Director for OFCCP.
9. If at any time in the future, OFCCP believes that International Development Solutions has violated any portion of this Agreement during the term of this Agreement, International Development Solutions will be promptly notified of that fact in writing. This notification will include a statement of the facts and circumstances relied upon in forming that belief. In addition, the notification will provide International Development Solutions with 15 calendar days from receipt of the notification to respond in writing, except where OFCCP alleges that such a delay would result in irreparable injury.

Enforcement proceedings for violation of this Agreement may be initiated at any time after the 15-day period has elapsed or sooner, if irreparable injury is alleged, without issuing a Show Cause Notice.

Where OFCCP believes that International Development Solutions has violated this Conciliation Agreement, OFCCP may seek enforcement of this Agreement itself and shall not be required to present proof of the underlying violations resolved by this Agreement.

Liability for violation of this Agreement may subject International Development Solutions to sanctions set forth in as applicable, Section 209 of the Executive Order, 41 CFR 60-300.66 and/or 41 CFR 60-741.66 and/or other appropriate relief.

## **PART II: Specific Provisions**

1. **VIOLATION:** International Development Solutions failed to maintain documentation of its good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b).

**REMEDY:** International Development Solutions is no longer in operation. However, should that status change and it seek hire anyone, International Development Solutions will preserve its documentation of good faith effort for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b).

2. **VIOLATION:** During the period January 1, 2017, through February 8, 2018, International Development Solutions 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.

**REMEDY:** International Development Solutions is no longer in operation. However, should that status change and it seek to hire anyone, International Development Solutions 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 International Development Solutions, as required by 41 CFR 60-300.5(a)2-6. With its initial listing, and as subsequently needed to update the information, International Development Solutions 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, International Development Solutions shall provide updated information simultaneously with its next job listing.

3. **VIOLATION:** During the period January 1, 2017, through December 31, 2017, International Development Solutions failed to document all activities it undertook to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

**REMEDY:** International Development Solutions is no longer in operation. However, should that status change and it seek to hire anyone, International Development Solutions will document all activities it undertakes to comply with its external outreach and recruitment efforts; and to maintain those documents for a period of three (3) years, in accordance with 41 CFR 60-741.44(f)(4).

### **Part III: Reporting**

1. In the event it resumes operation and seeks to hire anyone, International Development Solutions agrees to retain records pertinent to the violations alleged in Part II above, and to the reports submitted in compliance with Paragraph 2, below. These records shall include data and information underlying the required reports, specifically, but not limited to all applications and personnel records. The records will be retained until the expiration of this Agreement or consistent with regulatory requirements, whichever is later.
2. International Development Solutions agrees to furnish the OFCCP with a signed statement certifying that the facility is closed and no longer in operation, to Shanae Moody, Acting Assistant District Director, Arlington District Office, at (b) (6), (b) (7)(C)@dol.gov.

The statement will be due on July 30, 2020. If International Development Solutions resumes operations and seeks to hire anyone, in place of the certification, it will provide the following covering the period of January 1, 2020, through June 30, 2020:

- a. For Violation 1: Information on International Development Solutions' affirmative action goals for females in job group 9 – Service Workers effective January 1, 2020. This report should include:

- i. Job group representation at the start of the AAP year (i.e., total incumbents, and total female incumbents);
  - ii. The percentage placement rates (percent goals) established for females at the start of the reporting period; and
  - iii. The actual number of placements (hires plus promotions) made during the reporting period into job group 9 – Service Workers (i.e., total placements and total female placements). For goals not attained, describe the specific good faith efforts made for females to remove identified barriers, expand equal employment opportunity, and produce measurable results.
- b. For Violation 1: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period to make good faith efforts for females in job group 9 – Service Workers.
- c. For Violation 2: A list of all employment openings that occurred; a) documentation to confirm these openings were listed with the appropriate ESDS (either the state workforce agency job bank or a local ESDS) where the openings occurred, in a manner and format that allows the ESDS to provide priority referrals of protected veterans to International Development Solutions; b) in the first report, documentation that International Development Solutions advised the appropriate ESDS, with its initial listing, that it is a federal contractor that desires priority referrals of protected veterans for job openings at all locations within the state; and c) in the first report, documentation to confirm that, in its initial listing, International Development Solutions provided the ESDS with the name and address of each of its hiring locations within the state, and the contact information for the International Development Solutions official responsible for hiring at each location. Documentation of the above should include copies of the written notification(s) to the ESDS. Should any of the information in the disclosures change since it was last reported to the ESDS, International Development Solutions shall provide updated information simultaneously with its next job listing.
- d. For Violation 2: Copies of all responses received from each employment service delivery system used during the report period.
- e. For Violation 3: Documentation to verify that International Development Solutions undertook appropriate outreach and positive recruitment activities reasonably designed to effectively recruit qualified protected veterans and conducted an assessment of its efforts. This documentation should include a copy of the sections of International Development Solutions' AAP that list: 1) Its outreach activities with supporting documentation; 2) An assessment of the effectiveness of each activity; and 3) For the second report only, a copy of International Development Solutions' annual assessment of the totality of its outreach activities, as required by 41 CFR 60-300.44(f)(3). International Development Solutions should note that 41 CFR 60-300.44(f) lists examples of several resources that may aid contractors in effectively recruiting and employing qualified individuals with disabilities.

- f. For Violation 3: Copies of all responses or other related correspondence received from each of the organizations used during the reporting period in efforts to recruit qualified individuals with disabilities.
3. This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of International Development Solutions' certification that it is no longer in operation, or progress report, as applicable

**PART IV: Signatures**

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and International Development Solutions, 13530 Dulles Technology Drive Herndon, VA 20171

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

Melissa Taylormoore  
VP – Legal & Compliance  
International Development Solutions  
13530 Dulles Technology Drive  
Herndon, VA 20171

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

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

Shanae Moody  
Acting Assistant District Director  
Arlington District Office  
Mid-Atlantic Region

DATE: 5/26/2020