

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
and  
Analytical Mechanics Associates, Inc.  
21 Enterprise Pkwy., Suite 300  
Hampton, VA 23666-6413

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Analytical Mechanics Associates, Inc. (AMA) establishment located at 21 Enterprise Pkwy., Suite 300, Hampton, Virginia 23666-6413, beginning on January 14, 2019. OFCCP found that AMA 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, -2.

OFCCP notified AMA of the specific violation and the corrective action required in a Notice of Violation issued on June 25, 2020 and in a Show Cause Notice (SCN) issued on June 24, 2019.

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

**II. General Terms and Conditions**

1. In exchange for AMA's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations alleged in the NOV and SCN. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if AMA 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 AMA'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. AMA 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 AMA 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. AMA 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. AMA 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 AMA submits its final progress report required in Section VIII, below, unless OFCCP notifies AMA in writing before the expiration date that AMA 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 AMA has met all of its obligations under the Agreement.
11. If AMA violates this Agreement:
  - a. The procedures at 41 C.F.R. 60-1.34 will govern:
    - i. OFCCP will send AMA a written notice stating the alleged violations and summarizing any supporting evidence.
    - ii. AMA 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 AMA 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 AMA, 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. AMA 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. AMA 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**

**Violation:** OFCCP found that during the period January 1, 2018 through December 31, 2018, AMA failed to maintain and have available records showing, where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, AMA failed to maintain records indicating the gender, race and ethnicity of each applicant or Internet Applicant.

**Remedy:** AMA will maintain and have available records showing the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** AMA agrees to retain all records relevant to the violation cited in Section III above and the report 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 report. AMA will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

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

The first progress report shall be due on July 30, 2021, and shall cover the period of July 1, 2020 through June 30, 2021.

The second progress report shall be due July 30, 2022, and shall cover the period of July 1, 2021 through June 30, 2022.

**The reports shall contain the following:**

Documentation showing that AMA maintained and had available records showing the gender, race, and ethnicity of each applicant or Internet Applicant where such information was provided by the applicant or Internet Applicant, as follows:

- A. A report indicating the total number of applicants, by race, ethnicity, and sex as specified in the Remedy to the Violation for all positions filled during the Monitoring Period.
- B. Applicant flow information delineated by candidate identification number, date of application, race and/or ethnicity, sex, job group, job title and final disposition of each applicant for all positions filled during the Monitoring Period.

AMA will submit reports to Dianna Adams, Assistant District Director, U.S. Department of Labor/OFCCP, 400 North 8<sup>th</sup> Street, Suite 466, Richmond, Virginia 23219. AMA 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 AMA provides in accordance with this Agreement are customarily kept private or closely-held, and AMA believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, AMA 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 AMA's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify AMA in writing within sixty (60) days of the date of the final progress report that AMA 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 AMA within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines AMA has met all of its obligations under the Agreement.

**IV. SIGNATURES**

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

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Analytical Mechanics Associates, Inc., 21 Enterprise Pkwy., Suite 300, Hampton, Virginia 23666-6413.

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

KENNETH R. SMITH  
CEO  
Analytical Mechanics Associates, Inc.  
Hampton, Virginia 23666-6413

DATE: 7/7/2020

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

DIANNA ADAMS  
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: \_\_\_\_\_