

**U.S. Department of Labor**

Office of Federal Contract Compliance Programs  
Boston District Office  
JFK Federal Building  
15 New Sudbury Street, Room: E-235  
Boston, MA 02203



**CONCILIATION AGREEMENT  
BETWEEN THE  
U.S. DEPARTMENT OF LABOR OFFICE OF FEDERAL CONTRACT COMPLIANCE  
PROGRAMS  
AND  
E.S. BOULOS COMPANY  
45 BRADLEY DRIVE  
WESTBROOK, ME 04092  
OFCCP Control # R00207298**

**PART I: General Provisions**

1. This Agreement is between the U.S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), and E.S. Boulos Company (E.S. Boulos), 45 Bradley Drive, Westbrook, ME 04092.
2. The violations identified in this Agreement were found during a compliance evaluation of E.S. Boulos which began on April 19, 2018, and were specified in a Notice of Violation that was issued on June 18, 2019. OFCCP alleges that E.S. Boulos 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 E.S. Boulos of any violation of Executive Order 11246, as amended and the implementing regulations; 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.
4. The provisions of this Agreement will become part of E.S. Boulos Affirmative Action Program (AAP). Subject to the performance by E.S. Boulos of all promises and representations contained herein and in its AAP, all named violations in regard to the compliance of E.S. Boulos with all OFCCP programs will be deemed resolved. However, E.S. Boulos 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. E.S. Boulos 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 E.S. Boulos's compliance. E.S. Boulos shall permit access to its premises during normal business hours for these purposes.
6. E.S. Boulos 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).
7. This Agreement will be deemed to have been accepted by the Government on the date of the signature by the District Director.
8. If at any time in the future, OFCCP believes that E.S. Boulos has violated any portion of this Agreement during the term of this Agreement, E.S. Boulos 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 E.S. Boulos 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 E.S. Boulos 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 E.S. Boulos 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:** During the period of April 1, 2017 through March 30, 2018, E.S. Boulos did not conduct an adverse impact analysis on its total selection process when it was obligated to do so under 41 CFR Part 60-4.3. 41 CFR 60-4.3 (a) 7.k.

**REMEDY:** E.S. Boulos will maintain all required information and validate all tests and other selection requirements when it is obligated to do so under 41 CFR Part 60-4.3.

2. **VIOLATION:** During the period of April 1, 2017 through March 30, 2018, E.S. Boulos failed to include the notice set forth in 41 CFR 60-4.2(d) in all solicitations for offers and bids on all federal and federally assisted contracts to subcontractors in excess of \$10,000. Specifically, E.S. Boulos failed to include the “Equal Opportunity Clause” on its solicitation for offers and bids on all of its federal and federally assisted contracts to subcontractors in excess of \$10,000.

**REMEDY:** E.S. Boulos will agree to include the notice set forth in 41 CFR 60-4.2(d) in all solicitation for offers and bids on all federal and federally assisted contracts to subcontractors in excess of \$10,000.

3. **VIOLATION:** During the period of April 1, 2017 through March 30, 2018, E.S. Boulos failed to notify OFCCP in writing within ten (10) working days of the award of any construction subcontract in excess of \$10,000 that is made under a covered Federal or federally assisted contract, as required by 41 CFR 60-4.2(d)3.

**REMEDY:** E.S. Boulos will notify OFCCP’s Regional Office in which the work will be performed via e-mail at [OFCCP-NE-Preaward@dol.gov](mailto:OFCCP-NE-Preaward@dol.gov) within 10 working days of an award of any construction subcontract in excess of 10,000, as required by 41 CFR 4.2d(3). This notification will include the following:

- Prime Contract Number (issued by the Federal Agency or Applicant)
- Name of Awarding Federal Agency, Applicant or Contractor
- Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification
  - Name
  - Phone Number
  - Email Address
- Contractor Awarded Contract or Subcontract
  - Name
  - Address
  - Phone Number
  - EIN
  - Dollar Amount of the Contract
  - Estimated Start Date of the Contract
  - Estimated Completion Date of the Contract
  - Geographical area in which the contract is to be performed:
    - State
    - County(s)
    - City (if applicable)

4. **VIOLATION:** During the period of April 1, 2017 through March 30, 2018, E.S. Bolos failed to include the equal opportunity clause for VEVRAA in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-300.5(a)-(d).

**REMEDY:** E.S. Boulos 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 the Contractor incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR 60-300.5(d).

5. **VIOLATION:** During the period of April 1, 2017 through March 30, 2018, E.S. Boulos failed to include the equal opportunity clause for Section 503 in its subcontracts and/or purchase orders, either directly or by reference, in violation of 41 CFR 60-741.5(a)-(d).

**REMEDY:** E.S. Boulos will include or reference the provisions of the equal opportunity clause in its subcontracts and purchase orders, as required by 41 CFR 60-741.5(a)-(d). If Contractor incorporates the equal opportunity clause in its subcontracts and purchase orders by reference, rather than by restating the clause verbatim, it will incorporate the clause in the manner prescribed by 41 CFR 60-741.5 (a)-(d).

**FUTURE CONDUCT:** E.S. Boulos will not repeat the above violations.

### Part III: Reporting

1. E.S. Boulos agrees to retain records pertinent to the violations cited in Part I 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. E.S. Boulos agrees to furnish to OFCCP, Boston District Office, with the following reports:

E.S. Boulos will submit one (1) report and will send the report electronically via e-mail to:

District Director  
Rhonda Aubin-Smith  
(b) (6), (b) (7)(C) @dol.gov

This report shall be due on February 28, 2020 and will cover the period from the effective date this agreement through January 31, 2020. This Agreement shall contain the following:

1. Documentation that E.S. Boulos conducted an adverse impact on its promotion and terminations, including results of said analysis (**Violation 1.**)

2. A copy of a solicitation or federally assisted subcontract over \$10,000 with the appropriate notifications as required under 41 CFR 60-4.2(d); 41 CFR 60-300.5(a)-(d) and 41 CFR 60-741.5(a)-(d) (**Violations 2, 4 and 5**).
3. Copies of notifications sent to OFCCP federal or federally assisted construction pre-awards in excess of \$10,000. (**Violation 3**).

**RECORDS:**

During the life of this Agreement, E.S. Boulos will maintain all records pertinent to the violations resolved by this Agreement and the reports submitted under it, including the underlying information on which the reports are based. These records will be maintained by E.S. Boulos at least until the expiration date of this Agreement or, if longer, for any time period prescribed under OFCCP implementing regulations.

**TERMINATION DATE:** This Conciliation Agreement shall remain in effect until the review and acceptance by OFCCP of E.S. Boulos' final progress report.

**PART IV: Signatures**

Personal Warranty Clause

This Conciliation Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and E.S. Boulos Company, 45 Bradley Drive Westbrook, ME 04092.

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

Scott Marquis  
Vice President, C&I  
E.S. Boulos Company

DATE: 8/15/19

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

Adriana Lopez  
Assistant District Director  
Boston District Office  
Northeast Region

DATE: 8-21-19

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

(b) (7)(C), (b) (7)(E)  
Compliance Officer  
Boston District Office  
Northeast Region

DATE: 8/22/19

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

Rhonda Aubin-Smith  
District Director  
Boston District Office  
Northeast Region

DATE: 8-21-19