STATEMENT OF WORK

UNITED STATES POSTAL SERVICE (USPS)
EQUAL EMPLOYMENT OPPORTUNITY (EEO)
COMPLIANCE AND APPEALS OFFICE

MEDIATION SERVICES

2/25/2026

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STATEMENT OF WORK (SOW) FOR
EEO COMPLIANCE AND APPEALS MEDIATION SERVICES

1. GENERAL INFORMATION

1.1 INTRODUCTION

The Supplier will conduct mediations utilizing both the transformative and facilitative mediation styles and facilitate settlement agreements for the United States Postal Service's ADR Program (EEO) Resolve Employment Disputes Reach Equitable Solutions Swiftly (REDRESS) and Employee Labor Relations Manual (ELM) 650 mediations. The Supplier will draft settlement agreements consistent with applicable Postal Service policies, rules, regulations. The Supplier shall provide the services in accordance with the terms, conditions and specifications of this Statement of Work (SOW) and all applicable REDRESS training received.

1.2 BACKGROUND

The Postal Service is responsible for ensuring that discrimination complaints are processed fairly, promptly, thoroughly, and in strict compliance with the Equal Employment Opportunity Commission (EEOC) regulations. EEO complaints of discrimination filed by current or former employees of Federal agencies or applicants for Federal employment are covered by Title 29 Code of Federal Regulations (C.F.R.) Part 1614 and any relevant law, statute, regulation, or directive and are included within the scope of this SOW. In accordance with ELM 652.5 the Postal Service supports the use of the Alternative Dispute Resolution (ADR) process of mediation relating to proposed non-bargaining disciplinary actions.

1.3 PURPOSE

The purpose of this SOW is to obtain mediation services in conformance with the standards established by the EEOC and/or the USPS. Mediations shall be performed to facilitate a conversation on the issues of the complaint between the counselees, appellants, management officials, and representatives.

1.4 SCOPE OF WORK

The mediation will be conducted in a professional manner. Settlement agreements arising from the mediation will be in writing, clear, concise, contain consideration, and be consistent with laws, regulations, and Postal Service policies, and will reflect the agreement between the parties.

1.5 BROAD WORK DESCRIPTION

Each mediation facilitated under this SOW shall be conducted using either; the transformative mediation model, with the primary focus on the specific discrimination issues as defined by the USPS and/or other related allegation(s) during REDRESS mediations, or the facilitative model during other Federal Agencies EEO Mediations and ELM 650 mediations.

1.6 LOCATIONS OF PERFORMANCE

Mediations covered under this Ordering Agreement (OAG) Contract with Fixed Unit Prices, may originate from employees working for the USPS, former employees of the USPS, or applicants for employment with the USPS, and other Federal Agencies. The issues in the informal complaints are covered under this Agreement framed by the EEO Alternate Dispute Resolution Specialist. The issues in the ELM 650 mediations are appeals of proposed disciplinary actions of current USPS non-bargaining employees.

The EEO functions within the Postal Service are currently organized along Regional and National lines. The Headquarters EEO Regulatory and Compliance Specialists and Regional Managers oversee the informal administrative process, including the administration of the REDRESS process, ELM 650 process and compliance issues, and are the custodians of original EEO complaint files.

The National EEO Investigative Services Office is responsible for the intake of informal complaints as well as ensuring the cases are assigned to the appropriate region for processing. This structure may change during this Agreement.

The Supplier will be required to interact with the Contracting Officer's Representatives (COR) as designated by the COR. In addition, the Supplier must interface with USPS personnel to receive mediation case assignments and return completed settlement agreements, submit invoices and discuss feedback. This may be done in person, via mail, electronically, or by telephone. Costs associated with emailing mediator invoices and other documents will be the responsibility of the mediator unless otherwise provided herein.

1.7 SUPPLIER ADDRESS AND CONTACT INFORMATION

The Supplier is responsible for ensuring that the USPS is notified of any changes in their location and/or contact information, including but not limited to: physical address, mailing address, telephone number(s), email address. Suppliers who fail to properly notify the USPS of changes to their address and contact information may not receive any mediation assignments.

2. APPLICABLE AUTHORITIES AND PUBLICATIONS

Postal Service handbooks, manuals, publications, and collective bargaining agreements with the unions representing postal bargaining units and their related Local Memoranda of Understanding and Contract Interpretation Manuals are applicable to mediation guidelines covered by this SOW.

Authorities, publications and policies, including case authority developed under them, applicable to this SOW include, but are not limited to the following:

a. Title VII, Civil Rights Act of 1964
b. Age Discrimination in Employment Act of 1967
c. Rehabilitation Act of 1973
d. Pregnancy Discrimination Act of 1978
e. Older Workers' Benefit Protection Act of 1990
f. Civil Rights Act of 1991
g. The Notification and Federal Employee Antidiscrimination and Retaliation Act of 2002
h. Elijah E. Cummings Federal Employee Antidiscrimination Act (Elijah E. Cummings Act) of 2020
i. Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act) of 2022
j. Pregnant Workers Fairness Act of 2023
k. Executive Order 11478 – Equal Opportunity in the Government
l. Executive Order 14173—Ending Illegal Discrimination and Restoring Merit-Based Opportunity
m. 29 CFR Part 1614 - Equal Employment Opportunity in the Federal Government
n. 5 CFR Part 1200 – Merit Systems Protection Board
o. Equal Pay Act of 1963
p. Genetic Information Nondiscrimination Act of 2008 (GINA)
q. EEOC Management Directive 110 (EEOC MD 110)
r. Employee labor Relations Manual ELM Section 650
s. Publication 102 Mediating Postal Disputes

t. Publication 94 REDRESS, Resolve Employment Disputes Reach Equitable Solutions Swiftly

u. Publication 133, What you need to know about EEO

v. Publication 552, Manager's Guide to Understanding, Investigating, and Preventing Harassment

w. Publication 553, Employee's Guide to Understanding, Preventing, and Reporting Harassment

x. Poster 72, Equal Employment Opportunity is the Law

y. Equal Employment Opportunity (EEO) Policy Statement, updated Annually

z. Postal Service Policy on Workplace Harassment, updated Annually

3. SPECIFIC TASKS

3.1 CASE ASSIGNMENT AND MANAGEMENT

Each assigned mediation must be managed while maintaining confidentiality and impartiality and in compliance with applicable EEO laws, Privacy Act and USPS policies. Cases will be assigned at the discretion and in the manner established by the USPS.

3.2 TRAINING REQUIREMENTS/SECURITY CLEARANCE

The Supplier must attend and successfully complete the USPS Mediation Skills training. This training is conducted at their own expense. The Supplier must receive and maintain a security clearance* issued by the U.S. Postal Inspection Service and successfully complete the USPS Mediation Skills training, before the USPS can assign the Supplier cases to mediate. Any Supplier who is not granted a security clearance is ineligible to perform work under this SOW. Any Supplier who fails to maintain a security clearance is subject to the immediate termination of their contract under this SOW.

*The requisite security clearance level will be determined by the United States Postal Inspection Service (USPIS).

3.3 MEDIATION

The Supplier will have the authority to mediate disputes according to USPS mediation guidelines. The Supplier will make every effort to maintain a positive environment during the mediation, using transformative or facilitative mediation skills. Where applicable, the Supplier will ensure that the settlement agreement is written, signed by the appropriate parties, contains consideration, and returned to the appropriate personnel within the determined timeline.

When mediation efforts have not resulted in a settlement agreement or withdrawal of the complaint, the Supplier will complete a no agreement form and inform the parties that the mediation has ended:

1) For REDRESS the supplier will advise the parties that the EEO Specialist will be in contact with them to explain future steps in the process.
2) FOR ELM 650 the Supplier will ensure that the No Agreement Form is signed by the Appellant and that they receive the form titled "Appeal Options Following Mediation".

The Supplier will ensure that settlement agreement or withdrawal is signed prior to closing the mediation session.
The Supplier will complete, sign, and submit their invoice to NEEOISO, along with other required documents.

3.4 MEDIATOR SCHEDULING PACKAGE

The Supplier shall receive a mediation scheduling package for each case assigned.
The content and format of the mediation scheduling package shall be arranged consistent with the format outlined for EEO REDRESS or ELM 650 mediations. The HQ EEO Compliance and Appeals Office, at its discretion, may change the content and format of the documents in the mediation scheduling package as deemed necessary to reflect changes in business or regulatory processes.

Upon receipt of the package, the Supplier shall verify that all relevant documents in the REDRESS or

the ELM 650 Package are included. The Supplier shall inform the EEO Dispute Resolution Specialist of missing vital documents within three (3) business days of receipt of the package or prior to the day of the scheduled mediation.

The REDRESS package will include:

a. Mediator Scheduling Letter
b. Agreement to Mediate Form
c. Settlement Form
d. Withdrawal Form
e. Settlement Compliance Form
f. No Agreement Form
g. REDRESS Task Order
h. REDRESS Mediation Invoice
i. Counselee and Responding Management official(s) contact information

The ELM 650 Mediation package will include:

a. Mediator Scheduling Letter
b. Appellant/Management Scheduling Letter
c. Fact Sheet on Mediation
d. ELM 650 Mediation Agreement
e. Settlement Agreement
f. No Agreement Letter
g. Appeal Options Following Mediation
h. Withdrawal Form
i. ELM 650 Mediation Invoice
j. ELM 650 Mediator Checklist

3.5 COMPUTATION OF TIME

All time periods in this SOW stated in terms of days are calendar days, unless otherwise specified. The date the mediation is conducted shall be the date the mediation is completed.

4. PERFORMANCE STANDARDS

The Supplier shall meet or exceed the quality and timeliness standards set forth below.

4.1 QUALITY STANDARDS

Mediations must be conducted in accordance with the quality standards contained in this SOW and specific requirements provided by the USPS. Performance shall be sufficient to allow parties the opportunity to directly discuss the claims of discrimination using either Transformative or Facilitative Mediation Model criteria, and to discuss any appropriate remedy. Mediation must be performed in a way that all parties understand the process. Mediation activities will be conducted in accordance with the standards outlined in Publication 102 Mediating Postal Disputes. Mediator Standards include: Standards: I - Competency, II - Impartiality, III - Confidentiality, IV - Consent, V - Self-Determination, VI- Separation of Mediation from Counseling and Legal Advice, VII - Promotion of Respect and Control of Abuse of the Process, and VIII - Conflicts of Interest. Detailed information available @ https://about.usps.com/who/legal/redress/welcome.htm

4.2 QUALITY REVIEWS
Supplier performance will be evaluated by the EEO Dispute Resolution Specialist or other EEO Professional based on the quality of meeting USPS standards, which may involve immediate feedback from observations and/or written assessments by EEO staff to ensure that mediators are utilizing Transformative Mediation during REDRESS Mediations. Suppliers whose performance is deemed unsatisfactory by the Postal Service may not receive further assignments. Orders may be withdrawn from a Supplier, without compensation, as the result of performance deficiencies.

4.3 TIMELINESS STANDARDS
The Supplier shall communicate with the EEO Specialist regarding issues or changes related to the timeline. For cases involving no shows, delays or cancellations, the Supplier must notify the Specialist within 30 minutes after confirming the change and in accordance with any specific deadlines established by the USPS**.** In the event of a delay, the Specialist will decide whether to continue with the mediation.

5. PERFORMANCE REQUIREMENTS

5.1 LOCATION
The Postal Service shall select and arrange a time and place for all mediation sessions. For virtual mediations (i.e., via Zoom or Teams) Supplier is required to create a virtual mediation session and to send the virtual mediation link to all participants including the EEO ADR Specialist who scheduled the mediation. The virtual mediation link must be sent out to all participants within 48 hours of assignment. For in-person mediations, the supplier must attend in-person, unless otherwise determined by the USPS.

5.2 STANDARD
All mediation cases assigned to the Supplier will be completed in accordance with the guidelines outlined in the Statement of Work Quality Standards and Timeliness Standards.

5.3 ASSESSMENTS
The Supplier's performance with respect to the content and quality of mediation will be assessed a minimum of twice a year, or as often as deemed necessary. Less than satisfactory performance can result in the Supplier not being assigned additional cases or termination of their contract.

5.4 CONFIDENTIALITY
The Supplier must not disclose any matter the parties identify as confidential unless given permission by all parties or unless required by law or other public policy. The Supplier must not disclose to any other party in the mediation any information revealed to the Supplier on a confidential basis by a party within the mediation process. Any unauthorized breach of confidentiality can result in the Supplier not being assigned additional cases or termination of their contract.

5.5 TRAVEL
For pre-approved travel, the Supplier will be reimbursed by the Postal Service in accordance with the USPS Travel and Relocation Handbook F-15 and as updated by Postal Bulletins. For further information click following link Handbooks.

5.6 CONFLICTS OF INTEREST
To the best of his/her knowledge and belief the Supplier must refrain from participating in any mediation that involves an organizational or personal conflict of interest that would diminish his/her capacity to provide impartial, technically sound, and objective services.

5.7 REQUIRED EQUIPMENT
To be offered and maintain a contract suppliers must provide the following throughout the contract period, at their own cost:

- Own private workspace.
- Computer with Windows 10 Pro or macOS Big Sur or higher operating system with at least

RAM 8 GB and Storage 256GB SSD or larger, with minimum processor Intel Core i5 or equivalent.
- Microsoft Office 2010 or higher software
- Adobe PRO Software
- Document Scanner (Physical/Virtual)
- Internet Connectivity: reliable internet access with a minimum bandwidth of 25 Mbps download/10 Mbps upload and email account.
- Contractor Direct Telephone number
- Security Software: install and maintain up-to-date antivirus and anti-malware software on all equipment used for this contract Anti-Virus Protection for computer system
- Secure Digital Signature Platform such as Docusign.com
- Secure Virtual Meeting Platform such as Zoom Professional or Microsoft TEAMS

* Please note that all Required Equipment is subject to inspection and sanction by the USPS.

6. PERFORMANCE DELIVERABLES

6.1 AGREEMENT TO MEDIATE
Ensure that all parties present at the mediation have signed the agreement to mediate provided by the USPS, prior to any discussion. If one party has someone appear at the mediation who has not been previously identified as an attendee, that person may participate only if the other party permits. The Supplier will ensure that the attendee signs the **agreement to mediate either virtually or in person** prior to commencement of the mediation session. The fully signed agreement to mediate will be provided to the EEO ADR Specialist who assigned the mediation within 48 hours of mediation completion.

6.2 GROUND RULES
Assist the parties in establishing ground rules which will frame the boundaries of the mediation.

6.3 OPEN DISCUSSION
Allow parties to detail their stories.

6.4 DECISION-MAKING TECHNIQUES
Empower the parties to make decisions using Mediation techniques.

6.5 RECOGNIZE PARTIES
Assist the parties to feel recognized by each other using Mediation techniques.

6.6 SUMMARIZE CONVERSATIONS
Reflect and summarize for the parties as necessary.

6.7 FACILITATE SOLUTIONS
Assist the parties in discussing and analyzing solutions.

6.8 WRITTEN SETTLEMENTS AND WITHDRAWALS
Ensure that all agreements/withdrawals are in writing. For virtual mediation Supplier is required to secure digital signature of Settlement Agreement or Withdrawal, for in person mediation Supplier is required to secure signature of Settlement Agreement or Withdrawal. For REDRESS mediation the Supplier will provide management officials with the EEO Settlement Compliance Form prior to ending the mediation session. Supplier will provide the EEO ADR Specialist that scheduled the mediation fully signed Settlement Agreement or Withdrawal within 48 hours of mediation completion.

6.9 SECURITY OF DOCUMENTS
Return all required documentation to the USPS as required by the contract.