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UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

Office of Federal Contract
Compliance Programs,
United States Department of Labor,

Plaintiff,

v.

Advance 2000 Inc.,

Defendant.

Case No. 2018OFC00001

2017 OCT 10 AM 9:49

US DEPT OF LABOR
ADMIN LAW JUDGES
WASHINGTON DC

ADMINISTRATIVE COMPLAINT

Subject to Expedited Hearing Procedures, 41 C.F.R. 60-30.31 et. seq.

Plaintiff, Office of Federal Contract Compliance Programs, United States Department of Labor ("OFCCP"), by its attorneys, alleges:

1. This action is brought by OFCCP to enforce the contractual obligations imposed by the Executive Order; Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 ("Rehabilitation Act"); and the rules and regulations issued pursuant thereto at 41 C.F.R. Chapter 60.
2. This Court has jurisdiction of this action under Sections 208 and 209 of Executive Order 11246, 41 C.F.R. §§ 60-1.26, 60-741.65, and Part 60-30.
3. Defendant Advance 2000 Inc., a corporation organized under the laws of the State of New York and doing business in the State of New York, maintaining its principal office and place of business at 1140 Wehrle Drive, Williamsville, New York 14221-7748, is and at all relevant times was engaged in the business of information technology services.

4. At least until February 26, 2016, and at all relevant times beforehand, Defendant has had 50 or more employees and held at least one contract with the federal government of \$50,000 or more. In particular, Defendant was awarded two contracts with the U.S. Defense Security Service (“DSS”). Contract No. HS0021-12-P-0043 carried a total value of \$92,958.96 and was active at least from February 22, 2012 through February 21, 2016. Contract No. HS0021-14-P-0019 carried a total value of \$65,704.09 and was active at least from February 27, 2014 through February 26, 2016.

5. At least until February 26, 2016, and at all relevant times beforehand, Defendant has been a Government contractor within the meaning of the Executive Order and the Rehabilitation Act and has been subject to the contractual obligations imposed on Government contractors by the Executive Order, the Rehabilitation Act, and regulations issued pursuant thereto.

6. At least until February 26, 2016, and at all relevant times beforehand, Defendant has been required to comply with the affirmative action program requirements set forth in 41 C.F.R. §§ 60-1.4(a), 60-2.17(b), 60-2.17(d), and 60-741.80(a).

7. On or about January 7, 2015, OFCCP sent a scheduling letter to Defendant stating that OFCCP had selected Defendant’s establishment for a compliance review (“Scheduling Letter”).

8. The Scheduling Letter requested that Defendant submit copies of an Executive Order Affirmative Action Program and a Rehabilitation Act Affirmative Action Program (together referred to as the “AAPs”), as well as supporting data itemized in an attachment to the Scheduling Letter.

9. On February 23, 2015, Defendant submitted its AAPs to OFCCP for review.

10. On or about May 29, 2015, based on its review of Defendant's AAPs, OFCCP issued a Notice of Violation ("NOV") to Defendant, specifying violations found and corrective actions to be implemented.

11. On or about June 19, 2015, Defendant and OFCCP entered into a Conciliation Agreement ("Conciliation Agreement") to correct the violations identified in the NOV.

12. Defendant also agreed to produce two progress reports detailing their compliance with the Conciliation Agreement. The first such report ("Initial Progress Report") was due by January 31, 2016, and the second was due by January 31, 2017.

13. Defendant did not produce the Initial Progress Report by January 31, 2016.

14. After January 31, 2016, OFCCP made repeated efforts to obtain the Initial Progress Report from Defendant. Defendant refused.

15. To date, Defendant has produced neither the Initial Progress Report nor the second progress report required by the Conciliation Agreement.

16. Defendant's contract with DSS, numbered HS0021-14-P-0019 and extended through February 26, 2016, as described in paragraph 4 above, was Defendant's last active contract with the government.

17. DSS did not subsequently exercise any other option to extend the term of the contract. As a result, Defendant has no current contracts with the government.

18. On November 22, 2016, OFCCP sent Defendant a letter ("15-Day Notice") stating that it had violated the Conciliation Agreement by failing to produce the Initial Progress Report, and provided Defendant with 15 days to demonstrate that it had complied with the Conciliation Agreement in accordance with 41 C.F.R. § 60-1.34.

19. Defendant did not respond to the 15-Day Notice.

20. The acts and practices described in paragraphs 7-19 above violate the Executive Order, the Rehabilitation Act, and the regulations issued pursuant thereto, and violate Defendant's contractual obligations to the federal government.

21. All procedural requirements prior to the filing of this Complaint have been met. OFCCP attempted unsuccessfully to secure voluntary compliance through means of conciliation and persuasion, as set forth in paragraphs 14 and 18 above.

22. Unless restrained by an administrative order, Defendant will be free to enter into future government contracts and subcontracts while continuing to violate the terms of the Conciliation Agreement and the provisions of the Executive Order, the Rehabilitation Act, and the Vietnam Era Veterans' Readjustment Assistance Act, and the rules and regulations issued pursuant thereto.

WHEREFORE, plaintiff OFCCP prays for a decision and order pursuant to 41. C.F.R. §§ 60-30.35 and 60-30.37:

- (a) Debarring Defendant and its officers, agents, successors, divisions, subsidiaries, and those persons in active concert or participation with them from entering into future government contracts and subcontracts until such time as Defendant satisfies the Director for the Office of Federal Contract Compliance Programs that it has undertaken efforts to remedy its prior noncompliance and is currently in compliance with the provisions of the Executive Order, the Rehabilitation Act, and the Vietnam Era Veterans' Readjustment Assistance Act, and the rules and regulations issued pursuant thereto.

Plaintiff further prays for such other relief as justice may require.

DATED: October 4, 2017
New York, New York

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CERTIFICATE OF SERVICE

I certify that one copy of the foregoing ADMINISTRATIVE COMPLAINT has been served on the below-named individuals this 4th day of October, 2017, by sending said copy by first class mail to:

Advance 2000, Inc.
1140 Wehrle Drive
Amherst, New York 14221-7748
Attn: Brian Maouad
Attn: Jan Maouad
Attn: Brian T. Bennett


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Attorney

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