



Workforce Development Council of Seattle King County

Contract Number: T9OLY-439-SEE

Effective From: 05/01/2010 – 01/14/2012

Contracting Parties

Workforce Development Council of
Seattle – King County
2003 Western Avenue, Suite 250
Seattle, WA 98121-2162

AND

Kitsap County Board
of Commissioners
614 Division Street MS: 23
Port Orchard, WA 98366-4676

Contacts:

Program: Peter Cavanaugh (206) 448-0474
Fiscal/Budget: Kevin McKinnon (206) 448-0474

Contact:

Bob Potter
Phone: (360) 337-4873

Source of Funding: DOL/WIA ARRA Energy Training Partnership Grant CFDA 17.275
Total contract amount (not to exceed) \$525,634.
Leveraged Funds Required \$467,500.

WHEREAS, the Workforce Development Council of Seattle – King County (WDC), a non-profit organization incorporated pursuant to the Washington Nonprofit Corporation Act, Chapter 24.03 of the Revised Code of Washington and capable of entering into contracts pursuant to Article 7 of the Seattle-King County Workforce Development Council Bylaws, desires to obtain certain services as further described within the contents of this contract and exhibits contained herein;

WHEREAS, the Contractor, who warrants to possess sufficient qualified personnel, material, equipment, management, professional and technical skills to complete tasks as required and agrees to perform services as described in this contract and exhibits contained herein;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, or attached and incorporated hereof, the parties hereto agree to enter into this **cost-reimbursable** contract. The WDC and the Contractor in agreeing to execute this contract have had their authorized representatives affix their signatures below.

SIGNATURES

FOR THE CONTRACTOR
KITSAP COUNTY BOARD OF COMMISSIONERS

FOR THE WDC

Josh Brown, Chair

NAME: Marléna Sessions

TITLE: Chief Executive Officer

Steve Bauer, Commissioner

SIGNATURE DATE

Charlotte Garrido, Commissioner

Date

Attest

Opal Robertson, Clerk of Board

SCOPE OF SERVICES

The Contractor shall provide services and comply with the requirements set forth hereinafter and in the following Exhibits attached and incorporated herein by reference; or as may be formally amended or modified by all parties pursuant to the conditions of this contract.

| | |
|------------------------------|-----------------------|
| Statement of Work | Attached as Exhibit A |
| Budget Summary and Detail | Attached as Exhibit B |
| General Terms and Conditions | Attached as Exhibit C |
| Special Terms & Conditions | Attached as Exhibit D |

1. REIMBURSEMENT

In consideration of the services to be performed and the costs incurred in their performance, the WDC shall reimburse the Contractor, in accordance with Exhibit B, 'Budget Summary and Detail', all allowable, allocable, and actual costs incurred, upon receipt and acceptance of a WDC invoice form, or WDC approved alternative, and a line item back-up form, when applicable.

Payment shall be provided only for those costs incurred during the effective dates of the contract.

The contractor agrees to submit invoices for costs incurred at least quarterly, although monthly invoicing is highly encouraged.. Invoices are due at the WDC and paid following the 'Invoice Submission Schedule'. Invoices must be accompanied by documentation of actual expenses provided by the contractors accounting software package.

The WDC reserves the right to adjust current or future payments contingent upon review of charges invoiced by the Contractor that do not fall within the provisions of this contract and/or to withhold payment contingent on verification of services. **The WDC is not liable for any costs incurred by the Contractor unless contractual performance is provided.**

2. BUDGET VARIANCE

At no time during the life of this contract shall funds be shifted between the cost categories as established on the WDC Budget Forms or WDC Invoice, unless a Contract Modification is approved by both parties. Overexpenditure of a cost category is not allowable.

3. PERFORMANCE REVIEW

The WDC will regularly conduct oversight on all programs and contracts issued by the WDC. Desktop monitoring of programs through submitted reports will occur continuously and on-site monitoring will be conducted regularly. The contractor agrees to make available to the WDC, grantor agencies, and other Federal/State oversight agencies all documentation pertaining to the operation of this contract. Reasonable accommodation for on-site visits will be afforded to the oversight agencies.

Performance will be reviewed by the WDC at any time against plan levels. If planned Expenditure Rate or performance varies from plan, a determination may be made by the WDC that a material breach of contract has occurred. In these cases, one or more of the following actions may occur:
(See more details under Exhibit C, 'General Terms and Conditions')

- **Corrective Action:**

Whenever possible, the WDC will work with the contractor to come up with a mutually agreeable plan of action to correct the issues resulting in a Corrective Action requirement. The WDC may require certain actions be taken to correct the issue(s).

(Cont.)

- **Contract Modification:**
The WDC may modify the contract to adjust budgets or performance requirements to account for the over/under expenditure or performance rates/levels.
- **Adjustments to Invoices/Repayment:**
The WDC reserves the right to adjust future invoices or require immediate repayment of reimbursed expenditures if it is determined that the contractor has incorrectly invoiced the WDC, has been reimbursed for costs not allowed under the contract, or been reimbursed in error.
- **Termination of the Contract:**
The WDC may decide to terminate the contract in whole, or in part.

4. FORMS AND REPORTING REQUIREMENTS

Program Narrative Reports:

Narrative reports must be submitted to the WDC by the 15th of the month following the end of each calendar quarter (some grants may require monthly reporting, if applicable).

Quarterly Accrual Report:

Contractors agree to submit an accrual report for all incurred but un-invoiced expenditures no later than the 15th of the month following each calendar quarter.

| <u>Calendar Period</u> | <u>Accrual Report Due By</u> |
|---|------------------------------|
| Quarter ends March 31 st | April 15th |
| Quarter ends June 30 th | July 15th |
| Quarter ends September 30 th | October 15th |
| Quarter ends December 31 st | January 15th |

Leveraged/Match Funds Report:

Contractors that have contracts that require the reporting of leveraged or match funds will be notified of the requirement. Forms and instruction for reporting will be provided. If required, the leveraged/match funds report will be due at the WDC quarterly following the same schedule as the accrual report detailed above.

Contract Closeouts:

Contract closeout packages will be sent at the end of a contract period. All closeout packages, including the final billing, are due 60 days after the end of a contract. Failure to receive these forms does not relieve the Contractor from their responsibility to submit their closeouts by the due date.

Misc.:

Other reports as requested by the WDC or governing agencies that demonstrate compliance with the covenants and obligations of the Contractor in this contract.

5. MIS REPORTING REQUIREMENTS

- ✓ All available participant MIS data is to be entered into SKIES by the last workday of each month for reporting by the third week of the following month.
- ✓ All available participant MIS data pertaining to the end of the program year, is to be entered by July 31st of each year for reporting by the third week of August of each year.
- ✓ Participant data shall be entered into SKIES by identifying a service, program affiliation, and contract assignment to enroll under.

(Cont.)

PROGRAM YEAR 2009 SCHEDULE

| Week of | Data as of |
|--------------------------|-------------------------|
| August 3 rd | August 1 st |
| October 5 th | October 3 rd |
| January 11 th | January 9 th |
| April 12 th | April 10 th |
| July 12 th | July 10 th |
| August 9 th | August 7 th |

6. DATABASE REQUIREMENTS

- ❖ Hardware requirements must meet SKIES Basic Network Technology Standards:
 - CPU (Central Processing Unit) – Pentium IV 2.4GHz or better
 - RAM (Random Access Memory) – 256MB or better
 - Disk Storage – 5GB of available free space
 - Internet Access through one of the following methods:
 - Internet Service Provider (ISP); or
 - Local Area Network (LAN); or
 - Wide Area Network (WAN); or
 - For more detailed technical information, please see http://www.seakingwdc.org/skies/skies_tech_standards.doc.
- ❖ Software requirements must meet the following minimum requirements to access data tools provided by Seattle-King County Workforce Development Council:
 - Operating System (OS): Windows 2000 (SP4) or Windows XP or Windows 2003
 - Internet Explorer 6.0 with SP2 or higher
 - Java Plug-In – Microsoft Java Virtual Machine or Oracle Java Initiator. *Please note that the Java required will depend on the OS:*
 - Windows 95, 98, 98SE, or ME: MS JVM
 - Windows NT, 2000, XP or 2003: Oracle J-Initiator ver. 1.3.1.28
 - Acrobat Reader v7.0 or higher (<http://www.adobe.com/products/acrobat/readstep2.html>)
 - Microsoft Access 2003 or the Microsoft Office 2003 Professional Suite (which includes Access 2003).
 - Knowledge of Internet usage
 - Knowledge of email usage
 - Knowledge of Word, Excel, and Access
- ❖ WIA service providers are required to attend SKIES training.

7. USE OF CONTRACT FUNDS FOR PRINTED MATERIALS

If all or parts of these funds are used for publications and or marketing materials, the Contractor agrees to add the following line to those materials: *This publication was paid for in part and in partnership with the WDC of Seattle-King County.*

8. ENTIRE AGREEMENT

This contract, including all attachments hereto, sets forth the entire relationship of the parties to the subject matter hereof, and any other agreement, representation or understanding, verbal or otherwise dealing in any manner with the subject matter of this contract is hereby deemed to be null and void and of no force and effect whatsoever.

EXHIBIT A
STATEMENT OF WORK

Statement of Work

**Olympic Workforce Development Council/
Kitsap County Board of Commissioners
Contract #: T9OLY-439-SEE
May 1, 2010 – January 14, 2012**

Project Description

The Northwest Energy Efficiency Council (NEEC) has been awarded a grant from the Department of Labor (DOL) for an Energy Training Partnership project called the Sound Energy Efficiency Development project (SEED) which will provide training for workers, preparing them to enter the energy efficiency and renewable energy industries or green occupations in other industries. Implementing the project requires fiscal oversight, job seeker data collection, and effective alignment with the One Stop Career Centers, community and technical colleges, and a variety of community-based organizations in a five-county area to achieve the project's training and placement outcomes. Together the project partnership will coordinate a network of training programs integrated with supportive services.

The Workforce Development Council of Seattle-King County (WDCSKC) is the fiscal agent for the SEED project and responsible for sub-contracting project activities to the other participating counties.

The Olympic Workforce Development Council (OWDC) is uniquely positioned to be responsible for the implementation of the SEED project in the Kitsap and Clallam Counties since they are experienced in overseeing federally-funded grant projects as the recipient of Workforce Investment Act funds and other federal and state grants. In addition, the OWDC oversees the One Stop employment system in the counties which offers a comprehensive system for collecting program participant data. Finally, the OWDC has well-established working relationships with all of the counties' community and technical colleges, a broad range of its community-based service providers and the Workforce Development Councils in each of the neighboring counties served under this project.

Under this contract, the OWDC will oversee project activities and sub-contractor performance within Kitsap and Clallam counties. The work will take place in four main phases:

1. Start-up phase:
 - a. Define and implement the procurement process for Kitsap and Clallam County partners and complete the resulting sub-contracts.
 - b. Identify fiscal reporting requirements and establish fiscal reporting protocols with the Workforce Development Council of Seattle-King County.
 - c. Participate in DOL grant-related webinars or read posted transcripts.

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- d. Identify participant data collection requirements and protocols and communicate to sub-contractors. The data collection process will utilize the One-Stop customer database, SKIES.
2. Recruitment phase: Participants will be demonstrably recruited from a broad range of audiences including older youth, dislocated workers, veterans (veteran priority rules apply), women, and people with barriers to employment, such as disabilities.
 - a. Working with the SEED Project Manager, coordinate the implementation of data collection and participant registration procedures and provide continuing oversight.
 - b. Coordinate with area One Stop offices to assist with participant outreach as needed and oversee the outreach activities of all sub-contractors to achieve participant levels. Assist with the development of participant outreach materials as needed.
3. Training phase: The training programs will provide occupation-specific, employer-guided training for jobs in the energy efficiency and energy assessment sectors or green jobs in other sectors with demonstrated demand and result in an industry-recognized certificate or college certificate of completion. The training will be integrated with supportive services including case management, the administration of support services funds, and job placement/job retention services. Training providers will be willing to share energy efficiency and energy assessment curriculum needed by partner counties to fill identified curriculum gaps.
 - a. Oversee and monitor the delivery of training and supportive services by Kitsap and Clallam County partners to achieve project training outcomes.
 - b. Facilitate the development of a sustainability plan for training programs in Kitsap and Clallam Counties.
4. Placement and retention phase: Project participants will be provided with information about relevant job opportunities and receive assistance with job search preparation, job placement and job retention to achieve the project outcomes. Employment status will be checked in the first and second quarters post-employment to confirm and report job retention.
 - a. Support employer outreach efforts of project partners in Kitsap and Clallam counties through OWDC and One Stop employer contacts.
 - b. Oversee the delivery of placement and retention services to achieve placement and retention outcomes.

In addition to the activities outlined above, OWDC staff will regularly perform the following:

- OWDC project staff will be available to attend partner meetings convened by the SEED Project Manager.
- OWDC project staff will report project progress to the SEED Project Manager and the WDCSKC Project Manager as required by DOL report formats and in time to meet DOL reporting deadlines. OWDC project staff will maintain required project documentation

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and have it available for periodic monitoring by the SEED and WDCSKC Project Managers, but not more often than monthly.

- OWDC fiscal staff will complete and submit invoices to the WDCSKC at least monthly.
- OWDC fiscal staff will maintain fiscal documentation and have it available for periodic monitoring by the WDCSKC fiscal staff, but not more often than monthly.

Project Partners

| Project Partners | Roles/Responsibilities |
|--|--|
| NEEC | Will provide overall project management and employment navigation for the SEED project and complete the program reporting required by DOL. |
| WDCSKC | Will serve as fiscal agent for the overall project, processing invoices from NEEC and sub-contractors, performing the draw and disbursing funds. Will subcontract to the WDCs of Snohomish, Pierce, and Kitsap/Clallam counties, and working with the SEED Project Manager, monitor those sub-contracts. Will sub-contract to and oversee the performance of training and service providers in King County. |
| Olympic Workforce Development Council | Will sub-contract with training and service providers in Kitsap and Clallam counties and monitor performance to achieve participant outcomes. |
| Community Colleges or Training Providers | Will demonstrate recruitment from multiple populations and register participants in accessible, occupation-based training courses for jobs in energy efficiency or assessment or green jobs in other sectors with demonstrated demand. Will support training retention through cohort-based practices and provide participants with job opportunity information. Will establish or continue a curriculum advisory group which includes sector employers. Will coordinate curriculum sharing with partner counties as needed. |
| Service Provider | Will provide case management and job placement services to identified project participants, integrated with support services. |
| MLK County Labor Council, AFL-CIO | Will assign a liaison to training providers in all partner counties to increase labor participation on advisory committees and to educate partners on labor issue related to the energy efficiency sector. |

Project Timeline

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| Phase | Through |
|-------------------------|--------------------|
| Start-up | May 30, 2010 |
| Recruitment | June 30, 2010 |
| Training | September 30, 2010 |
| Placement and Retention | January 14, 2012 |

The source of funding for this contract is a DOL grant. This is a cost-reimbursable contract. All project work as outlined above must be completed by January 14, 2012.

Project Outcomes

| Participant Outcome Categories | Projected Performance |
|---|-----------------------|
| A. # of participants served (recruited) [120% of B] | 130 |
| B. # of participants beginning education/training activities | 110 |
| C. # of participants completing education/training activities [90% of B] | 99 |
| D. # of participants completing education/training activities and receiving degree/certificate [90% of C] | 89 |
| E. # of participants completing education/training activities and placed into unsubsidized employment [70% of C] | 70 |
| F. # of participants completing education/training activities and placed into training-related unsubsidized employment [63% of C] | 62 |
| G. # of participants placed in unsubsidized employment retaining employment at the first and second quarters following placement [85% of E] | 60 |

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EXHIBIT B
BUDGET SUMMARY AND DETAIL

**WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY
BUDGET SUMMARY**

CONTRACTOR: Kitsap County Board of Commissioners

CONTRACT #: T9OLY-439-SEE

FUNDING SOURCE: NEEC/DOL - WIA/ARRA Energy Training Partnership Grant

| COST CATEGORY | TOTAL |
|--|-------------------|
| PERSONNEL COSTS | \$ 45,131 |
| OPERATING COSTS | \$ 2,000 |
| STAFF TRAVEL | \$ 2,869 |
| CAPITALIZED EQUIPMENT PURCHASES | \$ - |
| CONTRACTUAL COSTS | \$ 475,634 |
| INDIRECT OR SHARED COSTS | \$ - |
| DIRECT PARTICIPANT COSTS | \$ - |
| PROFIT MARGIN (FOR PROFIT AGENCIES ONLY) | |
| TOTAL BUDGET: | \$ 525,634 |

PARTICIPANT COSTS BREAKDOWN: FOR INFORMATIONAL PURPOSES ONLY

| | |
|---|-------------|
| INDIVIDUAL TRAINING ACCOUNTS | \$ - |
| OTHER TRAINING (OJT, WORK EXP., VOCATIONAL EXPLORATION) | \$ - |
| SUPPORT SERVICES | \$ - |
| TOTAL PARTICIPANT COSTS | \$ - |



NON BUDGET DETAIL: FOR INFORMATIONAL PURPOSES ONLY

| | |
|-----------------|------------|
| LEVERAGED FUNDS | \$ 467,500 |
|-----------------|------------|

WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY
STAFF WAGES - SALARIED AND HOURLY EMPLOYEES

CONTRACTOR: Kitsap County

CONTRACT #: T9OLY-439-SEE

| POSITION | Yearly Salary | FTEs | # OF MONTHS | ADMIN. STAFF | PROGRAM STAFF | TOTAL |
|------------------------------------|---------------|--------|-------------|--------------|---------------|--------|
| Human Services Planner 3 | 61,402 | 17.00% | 21 | | | 18,267 |
| Human Services Planner 3 | 86,017 | 2.00% | 21 | | | 3,314 |
| Human Services Planning Specialist | 52,100 | 9.00% | 21 | | | 8,206 |
| | | | | | | |
| TOTAL STAFF WAGES | | | | 0 | 0 | 29,786 |



WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY
FRINGE BENEFITS

CONTRACTOR: Kitsap

CONTRACT #: T9OLY-439-SEE

| FRINGE BENEFITS | ADMINISTRATIVE STAFF | PROGRAM STAFF | TOTAL |
|---------------------------|-------------------------|------------------|--------|
| Medical, retirement, etc. | 15,345 | | 15,345 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL FRINGE BENEFITS | 15,345 | 0 | 15,345 |



| |
|--|
| WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY OPERATING EXPENSES |
| CONTRACTOR: Kitsap |
| CONTRACT #: T9OLY-439-SEE |

| OPERATING EXPENSES | TOTAL |
|--------------------|-------|
| Supplies | 2,000 |
| TOTAL OPERATING | 2,000 |



| |
|--|
| WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY STAFF TRAVEL |
| CONTRACTOR: Kitsap |
| CONTRACT #: T9OLY-439-SEE |

| LOCAL (Within King County) | TOTAL |
|-----------------------------------|-------|
| King | 800 |
| SUBTOTAL LOCAL TRAVEL | 800 |
| OUT-OF-AREA (Outside King County) | TOTAL |
| Clallam, Jefferson and Kitsap | 2,069 |
| SUBTOTAL OUT-OF AREA TRAVEL | 2,069 |
| TOTAL STAFF TRAVEL | 2,869 |



| |
|--|
| WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY CONTRACTUAL SERVICES |
| CONTRACTOR: Kitsap |
| CONTRACT #: T9OLY-439-SEE |

| CONTRACTOR NAME/TYPE OF SERVICE | TOTAL |
|--|---------|
| Olympic College/Classroom Training | 275,000 |
| Peninsula College/Classroom Training | 105,700 |
| CBO/Participant Support Services and Case Management | 94,934 |
| | |
| TOTAL CONTRACTUAL SERVICES | 475,634 |



| |
|---|
| WORKFORCE DEVELOPMENT COUNCIL OF SEATTLE - KING COUNTY LEVERAGED FUNDS |
| CONTRACTOR: |
| CONTRACT #: T9OLY-439-SEE |

| SOURCE OF LEVERAGED FUNDS | TOTAL |
|---|---------|
| Olympic Community College, DOL community based training grant | 467,500 |
| TOTAL LEVERAGED FUNDS | 467,500 |



EXHIBIT C
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

PART I: DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below.

- A. "CONTRACTOR" shall mean one, not in the employment of the WDC or grantor, who is performing all or a part of the activities funded under this Contract under the auspices of the WDC or grantor.
- B. "WDC" shall mean the Workforce Development Council of Seattle-King County.
- C. "DISPUTE" shall mean a conflict or controversy; a conflict of claims or rights; an assertion of a right, claim or demand on one side met by contrary claims or allegations on the other.
- D. "MINORITY BUSINESS ENTERPRISE," "MINORITY-OWNED BUSINESS ENTERPRISE," or "MBE" shall mean a business organized for profit, performing a commercially useful function, which is legitimately owned and controlled by one or more minority individuals or minority business enterprises certified by the Office of Minority and Women's Business Enterprises. The minority owners must be United States citizens or lawful permanent residents.
- E. "WOMEN'S BUSINESS ENTERPRISE," "WOMEN-OWNED BUSINESS ENTERPRISE," or "WBE" shall mean a business organized for profit, performing a commercially useful function, which is legitimately owned and controlled by one or more women or women's business enterprises certified by the Office of Minority and Women's Business Enterprises. The women owners must be United States citizens or lawful permanent residents.

PART II: GENERAL CONDITIONS

A. ACCESS TO RECORDS AND FACILITIES

The Office of the State Auditor, federal grantor agency, the awarding agency, the Comptroller General of the United States, any of their authorized representatives, and any persons duly authorized by the WDC shall have full access to and the right to examine and copy any and all books, records, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. Access shall be at all reasonable times during the record retention period.

The Office of the State Auditor, federal auditors, the WDC, and any persons duly authorized by the WDC shall have the right of access at all reasonable times in order to examine and inspect any site where any phase of the program is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Contract.

The Contractor shall include these requirements in all approved contracts awarded to Sub-Contractors.

B. ADMINISTRATION OF OFFERER

Any organization operating a program funded by the WDC shall have demonstrated administrative and accounting capabilities necessary to safeguard WDC funds.

C. ASSIGNABILITY

The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

D. ASSURANCES

The Contractor and the WDC agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state or local laws, rules and regulations.

If this Contract is funded by the Workforce Investment Act (WIA), the Contractor shall conduct the program in accordance with the existing or hereafter amended WIA, the U.S. Department of Labor's regulations relating to WIA, and the Washington State WIA Provisions.

In performing its responsibilities under this contract agreement, the awardee hereby certifies and assures that it will fully comply with *WDC local policies (posted at <http://www.seekingwdc.org>), Federal and State policies as they pertain to funding/grant source, and* the following regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirement:

- 29 CFR Part 97, for State/Local Governments and Indian Tribes;
- 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations.

Cost Principles: (subject to the exception specified at 20 CFR Part, 667)

- OMB Circular A-87, for State/Local Governments and Indian Tribes;
- OMB Circular A-21, for Institutes of Higher Education; or
- OMB Circular A-122, for Non-Profit Organizations.

Other Requirements:

- 20 CFR Parts 652, et al, As Applicable
- 29 CFR Part 96, Single Audit Act
- 29 CFR Part 93, Lobbying Certificate
- 29 CFR Part 37.20, Assurances
- 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
- 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace

E. BONDING

The Contractor shall ensure that:

1. Every officer, director, or employee who is authorized to act on behalf of the Contractor or any Subcontractors for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be bonded to provide protection against loss.
2. Fidelity bonding secured pursuant to this Contract must have coverage of \$100,000 or the highest planned advance or reimbursement for the program year, whichever is greater.
3. If requested, the Contractor will provide a copy of the certification from the bond-issuing agency.

F. CANCELLATION OF AWARD

The WDC reserves the right to cancel an award immediately if new State or Federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.

G. CHANGES AND MODIFICATIONS

The WDC may initiate changes in the services to be performed, or in the project undertaken, when such changes are necessitated by actions of the Employment and Training Administration, U.S. Department of Labor (DOL), as empowered by the Act or Federal Regulations promulgated thereunder. Such changes, including any increase or decrease in the amount of reimbursement, shall be incorporated as a written modification to the Contract.

The WDC reserves the right to unilaterally modify the contract as a result of Federal or State imposed requirements. In these cases, the WDC will notify the Contractor in writing. Upon receipt of such notification, and within 5 working days, the Contractor shall have the option of agreeing to such amendment or notifying the WDC it cannot comply and terminate the contract, as specified in **Section JJ-Termination**.

The WDC reserves the right to modify this contract in whole or in part within ten (10) calendar days written notice in the event expected or actual funding is withdrawn, reduced or limited in any way after the effective date of this contract and prior to normal completion thereof. The WDC agrees to pay the Contractor for all work performed prior to the effective date of modification, provided that such services performed are in accordance with the provisions of this contract.

H. CHOICE OF LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in King County.

I. COMPLAINT AND HEARING PROCEDURE

The Contractor shall abide by an applicable Complaint and Hearing Procedure. If enrollment of participants is part of this contract, the Contractor agrees to implement and maintain a Complaint and Hearing Procedure. All participants shall be informed, in writing, of the Complaint and Hearing Procedure and that it is available for their review.

J. CONFLICT OF INTEREST/CODE OF CONDUCT

Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, shall avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

Gratuities in the form of entertainment, gifts or otherwise offered by the Contractor, or an agent or representative of the Contractor to any officer or employee of the Grantor or WDC, with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Contract voidable at the option of the WDC and may justify further action under RCW 42.52.

Contractor shall have a written Code of Conduct for procurement, award, and administration of contracts. The Code of Conduct regarding the conflict of interest shall contain penalties, sanctions or other disciplinary actions. The Code of Conduct shall apply to Contractor staff. The Code of Conduct shall ensure that no one in a decision-making capacity shall have a real or apparent conflict of interest in the selection, award, or administration of contracts or subcontracts. A conflict of interest arises when any of the following have a financial interest or other interest in the firm or organization selected for award:

- a. Individual,
- b. Member of the immediate family,
- c. Employing organization, or
- d. Future employing organization.

The officers, employees, or agents of the Contractor making the award will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Contractor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

A Contractor cannot be involved with decision making if there is a direct financial benefit. However, Workforce Development Council membership or receipt of funds to provide training and related services do not violate WIA Section 111(f) and Section 117(g).

K. CONTRACTOR REGISTRATION

If required, the Contractor agrees to complete registration with the Department of Revenue, Department of Labor and Industries and Employment Security Tax Administration by having filed a master business application prior to the execution of this Contract and to pay any taxes, fees or deposits required by the state as a condition of providing services under this Contract. Contractor will provide the WDC with its Washington Unified Business Identifier (UBI) number or its Washington Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987, if requested by the WDC. The required information will be provided prior to the Contractor commencing services under this Contract. Contractors from other states must provide proof as a legally established business entity according to IRS rules.

L. CORRECTIVE ACTION POLICY AND PROCEDURE

In the event the WDC determines that a breach of contract, including but not limited to the lack of acceptable performance or suspected fraud, abuse, or other criminal activity has occurred in the Contractor's compliance with the conditions of this contract, and the situation is deemed by the WDC to merit corrective action, the following sequential procedure will be implemented:

1. The WDC will notify the Contractor formally in writing of the perceived breach of contract and/or the Contractor's lack of acceptable performance;
2. The Contractor will respond to the WDC's concerns by providing in writing a proposed plan of corrective action including proposed completion date for bringing the contract into compliance. Such response must be received by the WDC within ten (10) working days of the date of the Contractor's receipt of the WDC's formal notification;
- ~~3. The WDC will notify the Contractor in writing as to the final disposition of the WDC's concerns. The determination of the sufficiency of the Contractor's corrective action plan and implementation schedule shall be at the sole discretion of the WDC;~~
4. If the Contractor does not respond within the appropriate time with a corrective action plan, or fails to implement the plan to the satisfaction of the WDC, the WDC reserves the option of serving a reduction or termination notice on the Contractor that will become effective twenty (20) working days after receipt. The WDC shall be liable for payment only for services rendered prior to the effective date of the notice provided that such services performed are in accordance with the terms and provisions of this contract.

If necessary, the WDC reserves the right to suspend, in whole or in part, the contract, and to withhold further payments, or to prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action.

M. DEBARMENT AND SUSPENSION

The WDC shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension, codified at 29 CFR part 98.

N. DISPUTE/APPEAL

The Contractor must file with the WDC in writing within 15 calendar days of when the Contractor believes the complaint (act, event, default) in question occurred. This notice must clearly state the reason for the complaint, the law, regulation or contract provision that has been violated and the remedy sought. The WDC will, based on all factors, render a decision upon the matter. If the Contractor disagrees with the resolution reached, they have 15 calendar days from the date of the WDC's written decision to submit a request for further appeal. This request, clearly stating the reason for the appeal, the law, regulation or contract provision that has been violated and the remedy sought, shall then be taken before an Administrative Law Judge through the Washington State Office of Administrative Hearings for arbitration in Seattle, Washington. The arbitrator's findings, decisions, and awards shall be final, binding and conclusive on both the parties hereto and judgment hereto may be entered in any court or forum having jurisdiction. All costs shall be borne equally by both parties, with the exception that each party is responsible for its own legal fees.

Any written filing submitted by the Contractor must contain all elements specified above or it will not be considered to have been filed.

O. DRUG-FREE WORKPLACE

All Federal grant recipients and sub-recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 98.

P. DUPLICATION OF BILLED COSTS

~~The Contractor shall not bill the WDC for costs if the Contractor is being paid by another funding source for those same costs. Duplicate payments shall result in the disallowance of WDC reimbursements.~~

Q. EQUIPMENT MANAGEMENT AND INVENTORY

The purchase, maintenance and inventory of any equipment purchased under this contract will follow procedures as proscribed in WDC Policy #04-2002, 'Equipment Management & Inventory Policy'.

R. FRAUD, ABUSE, OR OTHER CRIMINAL ACTIVITY

The Contractor or its subcontractors shall report to the WDC immediately all information and complaints involving suspected fraud, abuse or other suspicious activity (20 CFR 629.55). The following categories fall under this section:

Fraud, Misfeasance, Nonfeasance, or Malfeasance: Any alleged deliberate action that is apparently in violation of Federal statues and regulations. This category includes, but is not limited to, indications of bribery, forgery, extortion, embezzlement, theft of participant checks, kickbacks from participants, intentional payments to a contractor without the expectation of receiving services, payments to ghost enrollees, misuse of appropriated funds and misrepresenting information in official reports.

Misapplication of Funds: Any alleged use of funds, assets or property not authorized or provided for by grantor or regulations, grants or contracts. This category includes, but is not limited to, nepotism, political patronage, use of participants for political activity, ineligible enrollees, conflict of interest, failure to report income from Federal funds, violation of contract/grant procedure, and using grantor funds for other than specified purposes.

Gross Mismanagement: Actions or situations arising out of management ineptitude or oversight which lead to major violations of grantor specifications or processes, regulations, or contract/grant provisions which severely hamper accomplishment of program goals. These include situations that lead to waste of government resources and put into serious jeopardy future support for a particular project. This category includes, but is not limited to, unauditible records, unsupported costs, highly inaccurate fiscal reports and/or program reports, payroll discrepancies, payroll deductions not paid to Internal Revenue Service, and lack of good internal control procedures.

Employee/Participant Misconduct: Actions, occurring during or outside work hours, which reflect negatively on the WDC mission. This may include, but is not limited to, conflict of interest or the appearance of conflict of interest involving outside employment, business, and professional activities; the receipt or giving of gifts, fees, entertainment, and favors; misuse of Federal or State property; misuse of official information; and such other activities as might adversely affect the confidence of the public in the integrity of the Federal or state government, as well as serious violations of Federal and state laws.

The Contractor should ensure that their personnel and contractors are familiar with the procedures of reporting suspected or known criminal activity or program abuse.

S. INDEMNIFICATION

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees or agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

T. INDEPENDENT CAPACITY OF CONTRACTOR

The parties declare that the Contractor and any agents and employees of the Contractor, in the performance of this Contract, are acting as independent contractors and not in any manner as officers or employees or agents of the WDC or the grantor.

U. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall provide or purchase industrial insurance coverage prior to performing activities under this Contract. The WDC or grantor will not be responsible for payment of industrial insurance premiums or for any other claim or benefits for this Contractor, or any Subgrantee, or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums on behalf of its employees, the WDC may deduct the amount of premiums owing from the amounts payable to the Contractor under this Grant and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance.

V. INFORMATION TECHNOLOGY RESOURCES

All WorkSource partners, customers and WIA service providers are required to conserve and protect state resources for the benefit of the public interest. This requirement is necessary to maintain public trust, conserve public resources and protect the integrity of state information resources and systems. Active compliance with this requirement will limit risk and liability for WorkSource partners and customers, as well as individual employees.

All WorkSource partners, customers and WIA service providers must conform to WIA Policy #3460 and ESD Policy and Procedure #2016, each of which are hereby incorporated by reference, when using ESD-provided state-owned information technology resources.

W. INSURANCE

Commercial General Liability Insurance. The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance that covers bodily injury, property damage and contractual liability with the following minimum limit:

Each Occurrence - \$1,000,000;
General Aggregate - \$2,000,000.

Business Auto Policy. The Contractor shall maintain automobile liability insurance, with a minimum limit of \$1,000,000, when vehicles owned or leased by the Contractor or its employees, subgrantees or volunteers are used to provide services in performance of this Contract.

Professional Liability Insurance. The Contractor shall carry and maintain professional liability insurance. Such coverage shall cover losses caused by error and omissions in rendering professional services and shall have the following minimum limits:

\$300,000 per incident, loss or person.

The Contractor shall ensure employees and any subgrantees are covered by professional liability insurance.

Additional Provisions:

1. **Material Changes:** The WDC shall be given advance notice of any material change to insurance policies coverage for services provided under this Contract.
2. **Identification:** The policy shall reference this Contract Number.
3. **Insurance Carrier Rating:** The insurance required shall be issued by insurance companies authorized to do business within the State of Washington. Insurance is to be placed with an insurer that has a "Best" rating of A-, Class VII or better. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a Best's rating lower than A-, Class VII.
4. **Excess Coverage:** The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified.
5. **Self-Insured:** If self-insured, the Contractor warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Contractor's Risk Officer or appropriate individual will provide the WDC evidence of such insurance.
6. The Contractor is required to provide the WDC with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting these coverages. Insurance coverage(s) must be effective no later than the effective date of the Contract and for the term of the Contract.

X. LOBBYING ACTIVITIES

The Contractor shall make available upon request certification of compliance with 29 CFR 93 regulations, which restrict lobbying. The Contractor shall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the Grant period.

Y. NONDISCRIMINATION

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990.

The Contractor shall promptly notify the WDC EO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Federal program or activity.. The WDC EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's file. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Contractor shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe federal financially assisted programs or activities.

"(NAME OF ORGANIZATION) is an equal opportunity employer and provider of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities."

Z. PROGRAM ELIGIBILITY

The contractor shall adhere to eligibility requirements as stated in WDC policies and/or grant guidelines. All eligibility must be documented and available for review by WDC monitors.

AA. PROGRAM EVALUATION

To ensure timely and appropriate evaluation of WDC programs, the WDC may conduct ongoing evaluations of Contractors. This will include both quantitative and qualitative elements. The quantitative results will come for the most part from the MIS data and will include analysis of enrollments and outcomes, including, for example, placements, retentions, etc.

The qualitative assessment will be based on observation of program activities against quality criteria developed to evaluate program performance outcomes, the quality of and intensity of services and program management.

The evaluation results will be to improve program services across the WDC system and will also serve as the basis for continued funding.

BB. PROGRAM INCOME

The term "Program Income" means revenues earned in excess of costs. Program income shall also include earnings realized from grant-supported activities. Such earnings include, but will not be limited to, income from service fees, sale of commodities, rental fees, interest, sale of royalties, patent or copyrights. Any public agency or private non-profit organization that generates program income under a WDC contract may use program income during the program year in which the contract ends to carry out any authorized grantor activity. Any income unexpended after the designated period shall be returned to the WDC. A program year begins July 1 and ends on June 30. Program Income must be used in the cost category in which it was realized.

CC. RECORDS RETENTION

The Contractor shall:

1. Retain all financial, statistical, property and participant records, and supporting documentation for a period of three years from the date of submission of the final expenditure report.
2. Retain records for non-expendable property for a period of three years from the date of submission of the final expenditure report or three years after final disposition of the property, whichever is later.
3. Retain those records mentioned in 1. and 2. beyond the three year period if any litigation or audit has begun, or if a claim is instituted involving the Contract, or agreement covered by the records. In these instances, the records will be retained three years after the litigation, audit, or claim has been finally resolved.
4. Records regarding discrimination complaints and actions taken thereunder are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint.

DD. RESOLUTION OF CONFLICTING PROVISIONS

If any provision of this Contract is allegedly in conflict with federal or state law, the conflict will be resolved by giving precedence in the following order:

1. The existing or hereinafter amended federal law and regulations relating to program, the Washington State Policies, and any applicable Washington State Regulations.
2. The Contract and its modifications.
3. The Local Operations Plan and its modifications for this Workforce Development Area as filed with the Employment and Training Division of the Department.

EE. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any information concerning a program recipient or client for any purpose not directly connected with the administration of the WDC's or the Contractor's responsibilities with respect to contracted services provided under this Grant is prohibited except by written consent of the recipient or client, or his/her legally authorized representative.

FF. SINGLE AUDIT ACT REQUIREMENT

As a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make records available for review or audit by officials or representatives of the WDC, the federal awarding agency, the General Accounting Office, the Comptroller General of the United States, the Employment Security Department, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its subcontractors and subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

Contractors who are expending \$500,000 effective FY ending after December 31, 2003 or more in federal awards from any and/or all sources, shall procure a single or program-specific audit for that year. Upon completion of each audit, the contractor or subrecipient shall submit, to the WDC, the appropriate documentation as required in OMB Circular A-133. Moreover, an entity that is not required to obtain an independent audit may not expend Federal funds on the conduct of an audit should the agency choose to have one conducted.

GG. SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES

The Contractor shall provide to qualified small, minority, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract.

HH. SUBCONTRACTOR COMPLIANCE

In the event the Contractor enters into any subcontract agreement funded by these grant funds, the Contractor shall be responsible for Subcontractor compliance with these general conditions and shall ensure that the Subcontractor spends the funds only for allowable activities.

II. TAXES

It is mutually agreed and understood that all payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the Contractor staff, shall be the sole liability of the Contractor.

JJ. TERMINATION

Either party may terminate this contract for any reason by providing written notice to the other party 30 days prior to the effective date of termination. The specific basis for termination of this contract shall not in any manner modify or impair the foregoing general power of termination of the WDC.

Termination for Cause: The WDC may terminate the contract if, after following the provisions set forth in this contract, it determines the Contractor has failed in the performance of the covenants and obligations of this contract. The WDC shall notify the Contractor in writing of the termination and reasons for the termination, together with the effective date. Liability of the WDC for payment under this contract shall extend only to such services as provided by the Contractor prior to the date of termination provided such payment is in accordance with the provisions of this contract.

The WDC may, by written notice to the Contractor, terminate the right of the Contractor to proceed with this contract if it is found, after notice and hearing by the WDC, that any gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the WDC in an effort to obtain this contract.

Termination for Convenience: Either party may, without cause, at any time during the term of this contract, terminate this contract by giving a written notice of its intention to terminate the contract upon a specific date. If the party giving the termination notice does not withdraw the notice in writing, this contract shall terminate on the date specified upon expiration of a twenty-day period from the date of the letter.

Termination for Funding Reasons: The WDC may unilaterally terminate this contract in the event that funding from federal, state or other sources becomes no longer available, or is not allocated for the purpose of meeting the WDC's obligation hereunder. In the event funding is limited in any way, the contract is subject to renegotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the WDC.

KK. UNION COMPLIANCE

When providing on-site training in occupations in which the employer has a collective bargaining agreement, the Contractor shall obtain written concurrence from the appropriate bargaining agent (appropriate local labor union). The components of the written concurrence are wages, working conditions and fringe benefits. If no response is received from the bargaining agent within 30 days after written notification, the Contractor may proceed. Documentation will be made available upon request by the WDC.

LL. USE OF NAME PROHIBITED

The Contractor shall not in any way contract on behalf of or in the name of the WDC.

MM. WAIVER

Failure by the WDC to exercise its rights shall not constitute a waiver of any rights under this Contract unless stated to be such in writing signed by an authorized representative of the WDC and attached to the original Contract.

NN. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

OO. CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

PP. SALARY AND BONUS LIMITATIONS

In compliance with Public Law 109-234, none of the funds appropriated in Public

Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

QQ. WAGES AND HOURS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)



STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
PO Box 9046 □□□Olympia, WA 98507-9046

EQUAL OPPORTUNITY IS THE LAW
29 CFR Part 37.30

"It is against the law for this recipient of Federal financial assistance to discriminate on the following basis:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program activity.

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action."

EXHIBIT D
SPECIAL CONDITIONS

Special Terms and Conditions

Contract #T9OLY-439-SEE

1. This contract is not subject to the SKIIES requirements that are detailed in sections 5 and 6 of the contract. Any participant reporting requirements, if any, will be requested by the Project Manager of this contract.
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