

**WORKFORCE SNOHOMISH
BASIC TERMS AND CONDITIONS**

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1 INTRODUCTION

1.1 SCOPE

The purpose of this Agreement is to establish the general terms and conditions to which local grants provided by Workforce Snohomish are subject.

1.2 WIOA Implementation

The General Terms and Conditions contained herein, drafted by Workforce Snohomish under the authority of the Workforce Investment Act of 1998 and guidance of the Department of Labor, are subject to change without prior notification upon the implementation of revised General Terms and Conditions developed under the Workforce Innovation and Opportunity Act of 2014.

1.3 DEFINITIONS

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

"CONTRACTOR/SUB-RECIPIENT" as defined in CFR 200.93.

"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.

"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.

"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.

2 ACCESS TO RECORDS AND FACILITIES/AUDITS

The Office of the State Auditor, federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by Workforce Snohomish shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Agreement, or reflect all direct and indirect costs of any nature expended in the performance of this Agreement. In addition, these entities shall have the right subject to conformance with Contractor's safety and security standards provided in advance to Workforce Snohomish, to access, 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. The Contractor shall maintain its records and accounts in such

a way as to facilitate the audit and examination, and assure that Subcontractors also maintain records that are auditable in accordance with Generally Accepted Accounting Standards. Access shall be at all reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to Workforce Snohomish.

Contractor shall include these requirements in all approved contracts awarded to Subcontractors.

3 ASSIGNABILITY

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

4 ASSURANCES

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

The Contractor shall conduct the program in accordance with the existing or hereafter amended Workforce Investment Act (WIA), the U.S. Department of Labor's regulations relating to WIA, and the Washington State WIA Policies.

As a condition to the award of financial assistance from the Department of Labor under Title 1 of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color or national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title 1-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title 1-financially assisted program or

activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

5 AUDITS

At any time during normal business hours and as often as the Department, the Office of the State Auditor, federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by Workforce Snohomish deem necessary, the Contractor shall make its records available. These duly-authorized organizations shall have the authority to audit, examine, and make excerpts or transcripts from records including all contracts, invoices, papers, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by the Agreement. The Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that Contractors also maintain records that are auditable. The Contractor is responsible for any audit exceptions resulting from its own actions or those of its sub-contractors.

The Contractors and its sub-contractor shall adhere to applicable federal Office of Management and Budget Circulars, and other applicable federal and state regulations.

6 BONDING

The Contractor shall ensure that:

1. Every officer, director, or employee who is authorized to act on behalf of the Contractor or any Sub-contractors 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 Agreement 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 bonding instrument or a certification of the same from the bond issuing agency.

7 CHANGES AND MODIFICATIONS

Workforce Snohomish 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 Agreement.

8 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 Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Agreement, will 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 Workforce Snohomish, with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determination will render this Agreement voidable at the option of Workforce Snohomish 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; and/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 subagreements. 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).

9 COPYRIGHT/INTELLECTUAL PROPERTY RIGHTS

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute

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such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds.

“This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner.”

10 COST ALLOCATION AND INDIRECT COST

A cost allocation plan or indirect cost rate proposal is required for all Workforce Investment Act (WIA) grants and subgrants issued by Workforce Snohomish. Governmental agencies and non-profit organizations are both required to follow the requirements of OMB 2 CFR 200.

A complete plan or proposal will be submitted annually to Workforce Snohomish’s Fiscal Office for approval. Plans or proposals will be submitted to Workforce Snohomish within six months of the end of the organization's fiscal year end for monitoring purposes.

11 DEBARMENT AND SUSPENSION

The Contractor has provided, in Exhibit D to the Workforce Investment Act Agreement, its certification that it is in compliance with and 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, and "Debarment and Suspension", codified at 29 CFR part 98.

12 DRUG-FREE WORKPLACE

All WIA Title I grant recipients and sub-recipients must comply with the government-wide requirements for a drug-free workplace, codified at 29 CFR part 94 and 48 CFR part 23.504.

13 GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the

state of Washington. The venue of any action brought hereunder shall be Snohomish County.

14 GRANTEE 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 Agreement and to pay any taxes, fees or deposits required by the state as a condition of providing services under this Agreement. Contractor will provide the Department 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 Workforce Snohomish, the required information will be provided prior to the Contractor's commencing services under this Agreement.

15 INDEMNIFICATION

The Contractor will protect, save, and hold harmless the State of Washington, Workforce Snohomish, or any employees thereof, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission of the Contractor. In the case of negligence of both Workforce Snohomish and the Contractor, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

16 INDEPENDENT CAPACITY OF GRANTEE

The parties declare that the Contractor and any agents and employees of the Contractor, in the performance of this Agreement, are acting as independent Contractors and not in any manner as officers or employees or agents of Workforce Snohomish.

17 INDUSTRIAL INSURANCE COVERAGE

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

18 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.

19 INSURANCE

19.1 Commercial General Liability Insurance

The Contractor shall at all times during the term of this Agreement, 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.

19.2 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, Sub-contractors or volunteers are used to provide services in performance of this Agreement.

19.3 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 Sub-contractors are covered by professional liability insurance.

19.4 Additional Provisions

19.4.1 Material Changes

Workforce Snohomish shall be given advance notice of any material change to insurance policies coverage for services provided under this Agreement.

19.4.2 Identification

The policy shall reference this Agreement Number.

19.4.3 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.

19.4.4 Excess Coverage

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified.

19.4.5 Self-Insured

If self-insured, the Contractor warrants that it will maintain coverage sufficient to cover any liability specified in “M” and “N” above that may arise from the performance of this Agreement, and that the Contractor’s Risk Officer or appropriate individual will provide Workforce Snohomish Workforce Snohomish with a copy of the applicable insurance face sheet(s) or certification of self-insurance reflecting these coverage’s. Insurance coverage(s) must be effective no later than the effective date of the Agreement and for the term of the Agreement.

20 LIMITATION ON THE SUBMISSION OF UNCLAIMED COST

Allowable costs submitted within the funding period will be honored by Workforce Snohomish if grant funds are available.

21 LOBBYING ACTIVITIES

The Contractor has provided, in Exhibit E to the Agreement, its certification that it is in compliance with the requirements of 29 CFR Part 93, restricting lobbying activities. The Grantee shall also make available upon request required disclosure information if the Grantee participates in lobbying activities during the Grant period.

22 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by this Agreement on the 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 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 must not discriminate in any of the following areas:

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- Deciding who will be admitted, or have access, to any WIA Title 1-financially assisted program or activity;
- Providing opportunities in, or treating any person in regard to, such a program or activity; or
- Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the Washington Employment Security Department and any WIA policies and procedures issued.

The Contractor shall promptly notify the EO Officer at Workforce Snohomish 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 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 EO Officer will notify the State EO Office and 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 WIA Title I 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."

23 RECORDS RETENTION

The Contractor shall:

1. Retain all financial, statistical, property and participant records, and supporting documentation for a period of three years following the date on which the expenditure report containing the final expenditures charged to a program

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year's allotment or a grant is submitted to the Employment and Training Administration (ETA).

2. Retain records for non-expendable property for a period of three years after final disposition of the property.
3. Retain those records mentioned, in 1 and 2 beyond the three year period if any litigation or audit is begun, or if a claim is instituted involving the Agreement, 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.

24 RESOLUTION OF CONFLICTING PROVISIONS

If any provision of this Agreement 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 Workforce Investment Act (WIA), the Department of Labor's (DOL) regulations relating to WIA, and the Washington State WIA Policies, and any applicable Washington State Regulations.
2. The Agreement and its modifications.
3. The Local Operations Plan and its modifications for this Workforce Development Area as filed with the WorkSource Standards and Integration Division of the Department.

25 SALARY AND BONUS LIMITATIONS

In compliance with Public Law 111-117 (Division D, sec. 107), none of the funds appropriated in the Act under the heading 'Employment and Training', 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. This limitation shall not apply to vendors providing goods and services as defined in OMB 2 CFR 200. 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.

26 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 Workforce Snohomish's or the Contractor's responsibilities with respect to contracted services provided under this Agreement is prohibited except by written consent of the recipient or client, or his/her legally authorized representative.

27 SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

28 SINGLE AUDIT ACT REQUIREMENT

As a sub-recipient of federal awards as defined by the Office of Management and Budget (OMB) 2 CFR 200, 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 federal awarding agency, the Comptroller General of the United States, the General Accounting Office, the Employment Security Department, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 CFR 200 audit requirements into all contracts between the Contractor and its Sub-contractors. The Contractor shall comply with any future amendments to OMB 2 CFR 200 and any successor or replacement Circular or regulation.

The Contractor shall ensure that Contractors or sub-contractors expending \$750,000 or more in Federal awards during the sub-recipient's fiscal year have met the audit requirements in OMB 2 CFR 200 for that fiscal year. The Contractor or sub-contractor shall submit, to Workforce Snohomish, the audit report and other appropriate documentation as required in OMB 2 CFR 200 and State WIA Audit Policy.

29 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 Agreement.

30 SUBCONTRACTOR COMPLIANCE

The Contractor may not enter into any subcontract work or services contemplated under this Agreement and/or use an outside consultant except as provided for in the Statement of Work without obtaining the prior written approval of Workforce Snohomish for the authority to enter into subcontracts. The Contractor acknowledges that such approval for any subcontract does not relieve the Contractor of its obligations to perform hereunder. Workforce Snohomish retains the authority to review and approve or disapprove all subcontracts. At Workforce Snohomish's request, the Contractor will forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all

subcontracts.

For any proposed Subcontractor the Contractor shall:

1. Be responsible for Subcontractor compliance with this Agreement, any Agreement referencing this Agreement under which the Subcontractor is providing work, and the Subcontract terms and conditions; and
2. Ensure that the Subcontractor follows Workforce Snohomish's reporting formats and procedures as specified by Workforce Snohomish. Be responsible for Subcontractor compliance with these general conditions and shall ensure that the Subcontractor spends the funds only for WIA allowable activities.
3. Monitor the Subcontractor for program compliance no less than once per program year in accordance to Workforce Snohomish standards and forms.

31 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.

32 TERMINATION PROCEDURE

Upon termination of this Agreement and/or any Agreement referencing this Agreement, Workforce Snohomish, in addition to any other rights provided in this Agreement and any Agreement referencing this Agreement, may require the Contractor to deliver to Workforce Snohomish any property specifically produced or acquired for the performance of such part of this Agreement and any Agreement referencing this Agreement as has been terminated. The provisions of the TREATMENT OF ASSETS clause shall apply in such property transfer.

Workforce Snohomish shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by Workforce Snohomish and the amount agreed upon by the Contractor and Workforce Snohomish for (1) completed work and service(s) for which no separate price is stated; (2) partially completed work and services; (3) other property or services which are accepted by Workforce Snohomish; and (4) the protection and preservation of property, unless the termination is for default, in which case Workforce Snohomish shall determine the extent of liability of Workforce Snohomish. Workforce Snohomish may withhold from any amounts due to the Contractor such sum as Workforce Snohomish determines to be necessary to protect Workforce Snohomish against potential loss or liability.

The rights and remedies of Workforce Snohomish provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination and except as otherwise directed by Workforce Snohomish, the Contractor shall:

1. Stop work under this Agreement and any Agreement referencing this Agreement

on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of work under this Agreement and any Agreement referencing this Agreement as is not terminated;
3. Assign to Workforce Snohomish, in the manner, at the times, and to the extent directed by Workforce Snohomish, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case Workforce Snohomish has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Workforce Snohomish to the extent Workforce Snohomish may require, which approval or ratification shall be final for all purposes of this clause;
5. Transfer title to Workforce Snohomish and deliver in the manner, at the times, and to the extent directed by Workforce Snohomish any property which, if the Agreement and any Agreement referencing this Agreement had been completed, would have been required to be furnished to Workforce Snohomish;
6. Complete performance of such part of the work as shall not have been terminated by Workforce Snohomish; and
7. Take such action as may be necessary, or as Workforce Snohomish may direct, for the protection and preservation of the property related to this Agreement and any Agreement referencing this Agreement which is in the possession of the Contractor and in which Workforce Snohomish has or may acquire an interest.

33 TREATMENT OF ASSETS

Title to all property furnished by Workforce Snohomish shall remain in Workforce Snohomish. Title to all property purchased by the Contractor the cost of which the Contractor has been reimbursed as a direct item of cost under this Agreement or any Agreement referencing this Agreement, shall pass to and vests in Workforce Snohomish upon delivery of such property by the Contractor. The title shall only pass to the Contractor if Workforce Snohomish has received State approval to transfer title specifically agrees to grant title in this Agreement or any Agreement referencing this Agreement for asset(s) purchased.

Any property of Workforce Snohomish furnished to the Contractor shall, unless otherwise provided herein, or approved by the President of Workforce Snohomish in writing, be used only for the performance of this Agreement or any Agreement referencing this Agreement.

Property will be returned to Workforce Snohomish in like condition to that in which it was furnished to the Contractor, normal wear and tear excepted. The Contractor shall be responsible for any loss or damage to property of Workforce Snohomish in the possession of the Contractor which results from the negligence of the Contractor or which results

from the failure on the part of the Contractor to maintain said property in accordance with sound management practices.

If any Workforce Snohomish property is damaged or destroyed, the Contractor shall notify Workforce Snohomish and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to Workforce Snohomish all property of Workforce Snohomish upon completion, termination or cancellation of this Agreement or any Agreement referencing this Agreement.

All reference to the Contractor under this clause shall include any employees, agents or Subcontractors.

34 USE OF NAME PROHIBITED

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

35 WAIVER

A failure by Workforce Snohomish to exercise its rights shall not constitute a waiver of any rights under this Agreement unless stated to be such in writing signed by an authorized representative of Workforce Snohomish and attached to the original Agreement.

36 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).

37 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 (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

38 DAVIS-BACON ACT

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by Grantees and Sub-grantees when required by Federal grant program legislation.)

39 COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

40 WAGE 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 Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)

41 BUY AMERICAN NOTICE REQUIREMENT

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Investment Act should be American made. See WIA Section 505—Buy American Requirements.

42 ACORN PROHIBITION

Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E) (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. DOL is required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by DOL grantees or contractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g., a subcontractor, subgrantee, or contractor of a grantee).



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.”