**CONTRACT K\_ \_ \_ \_**

**Between**

##### WASHINGTON STATE EMPLOYMENT SECURITY DEPARTMENT

**And**

**[ASB – to be named later]**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CONTRACT INFORMATION** | | | | | | | **GRANT NUMBER:** | |
| Contract start date | | | Contract end date | | | | Contract amount  $ | |
| Purpose  To participate as a full member of the Statewide Rapid Response Team (SRRT) and conduct required and allowable Rapid Response activities in strong coordination and collaboration between the SRRT and Washington’s Local Workforce Development Boards (LWDB). | | | | | | | | |
| **PARTIES: Other Party’s Contract Number:**  [ASB Entity Name] (Contractor) | | | | | | | | |
| Address | | | | | | Business registration or UBI | | Statewide Vendor Number |
| Contract Manager | Telephone: | | | | | Email | | |
| Employment Security Department (ESD) | | | | | | | | |
| Contract manager  Donna Mack | | | | Contact address  212 Maple Park Ave SE, Olympia, WA 98501 | | | | |
| CM Phone  360-628-2536 | | CM email  [donna.mack@esd.wa.gov](mailto:donna.mack@esd.wa.gov) | | | | | Division  Policy Data Performance and Integrity | |
| **ATTACHMENTS:** This Contract includes the following attachment(s) and document(s) incorporated herein | | | | | | | | |
| Exhibit A – Statement of Work.  Exhibit B – Budget Form.  Exhibit C – WIOA Supplemental Terms and Conditions.  Exhibit D – Certification Regarding Lobbying.  Contractor Bid Submission to RFP 2021-16 – Statewide Rapid Response Team - WIOA. | | | | | | | | |
| The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding, all previous Contracts, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. | | | | | | | | |
| Contractor: Date | | | | | Employment Security Department Date | | | |
| *Name* | | | | | *Name* | | | |
| *Title* | | | | | *Title* | | | |

1. **IDENTIFICATION**

This Contract is between the Washington State Employment Security Department, hereinafter called "ESD", and **[ASB],** hereinafter called "Contractor." ESD and Contractor may also be individually referred to as Party, or jointly referred to as Parties.

The Parties hereby mutually agree as follows:

###### BACKGROUND AND PURPOSE

The Statewide Rapid Response Team (SRRT), composed of ESD’s Rapid Response Manager, Dislocated Worker Manager, and Trade Operator; a Workforce member; and a Labor member collaborate with the Local Workforce Development Boards (LWDBs) to provide excellent Rapid Response services to businesses throughout the business lifecycle and displaced workers impacted by permanent closures, mass layoffs, and natural or other disasters resulting in mass dislocation.

###### AUTHORIZATION

This Contract is authorized in accordance with RCW 39.26.120, whereby ESD, in conjunction with SRRT, performed a competitive solicitation, **RFP 2021-16** and the Contractor herein is an awarded bidder from that solicitation.

**TERMS AND CONDITIONS:**

###### CONTRACT TERM

The term of this Contract starts on **May 1, 2022,** and ends **June 30, 2023**, unless terminated sooner as provided herein. Subsequently the contract will be renewed at ESD’s discretion annually for four additional one-year terms. Contract periods and funding levels may be extended depending on initial contract performance and the availability of additional funds.

###### STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, labor, and services, and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work attached as **Exhibit A**.

In addition to the current Statement of Work, Parties may amend to include additional work, or an increased scope of work, which may be enhanced for the inclusion of additional funding from other grants. Any additional statement of work will be labelled as **Exhibit A**, but will also include a sequential numeric indicator: Exhibit A1, A2, A3, etc.

###### COMPENSATION

The total amount of compensation to the Contractor for completion of all services and requirements contained in this Agreement (including costs) is **$300,000.00** The allocation of this compensation is set out on the **Budget Form, Exhibit B**, but will also include a sequential numeric indicator: Exhibit B1, B2, B3, etc.

The Contractor will be reimbursed for subsistence, lodging and point to point mileage at rates not to exceed the current State travel reimbursement rates. Reimbursement by ESD for other travel expenses such as parking, taxis etc. will be in accordance with applicable receipts and justifications submitted to ESD. All travel expenses and receipts must be included in the invoices submitted by the Contractor to ESD.

###### BUDGET CHANGES

Contractor may make changes to the budget, without a formal modification to the Contract and without securing the prior approval of ESD, only under the following conditions:

1. The revisions must not result in the need for additional funding.
2. The revisions must not result in the need to adjust performance targets established in this Contract.
3. The revisions must neither alter the scope of work nor the Statement of Work
4. The revisions must not be prohibited by applicable federal or state statutes or regulations, and.
5. The revisions do not exceed 10% of the total costs originally budgeted in the category. Such variance may be between line items only and may not alter the total amount of money originally budgeted in the major cost categories. The Contractor will send advance written notices of allowed variances to ESD.

All other budget changes must be made pursuant to a properly executed Amendment.

###### RIGHTS OF RECAPTURE AND REDISTRIBUTION OF FUNDS

ESD may recapture and redistribute all contract funds awarded or made available to the Contractor. ESD may perform such a recapture under its own discretion, but will be required to consider a recapture and redistribution based on the following:

1. Contractor does not complete tasks as outlined in this Contract, and.
2. Contractor’s quarterly performance actuals or expenditures do not meet targets or projections specified in this Contract.

###### If the Contractor is 20% or more below performance targets or expenditure projections for two (2) consecutive quarters, the Contractor will submit to ESD a recommendation regarding the recapture of funds. ESD will receive and consider this recommendation and will issue a decision to the Contractor which may result in the recapture of funds and adjustments to the performance targets or expenditure projections included in this Contract.

###### BILLING PROCEDURE

Contractor must submit invoices for services performed under this Contract on an Invoice Voucher (Form A‑19). Invoices should be submitted monthly and must identify such information as is necessary for ESD to itemize and determine the exact nature of all expenditures, goods, and/or services invoiced.  **This mandatory information minimally includes the following:**

1. The Contract number and Grant number herein.
2. The Expenditure Detail from the **Exhibit B - Budget,** and.
3. Financial system Documentation.

ESD will pay the Contractor for completed and approved work within thirty (30) days of receipt of invoice. The invoice voucher shall be submitted to:

Employment Security Department

Attention: Grants Management Office

Email invoice document to: [ESDGPWorkforceInitiatives@ESD.WA.GOV](mailto:ESDGPWorkforceInitiatives@ESD.WA.GOV)

# Contractor must register as a Washington State Statewide Vendor (ofm.wa.gov/payee) and receive a Statewide Vendor Number (SWV) in order receive payment from ESD.

###### REPORTING

The Contractor shall provide the ESD Contract Manager Quarterly Narrative status reports on all Contract activities, budgets, and expenditures using report forms approved by ESD. These reports must include information on the progress of the project, allowable activities conducted, and outcomes achieved, as well as narrative updates on expenditures. Quarterly reports are due thirty (30) days following the end of a quarter. Quarters end on March 31, June 30, September 30, and December 31. Quarterly **narrative** reports are to be sent via email by the contractor to: [ESDGPWorkforceInitiatives@ESD.WA.GOV](mailto:ESDGPWorkforceInitiatives@ESD.WA.GOV).

Comply with WIOA Title I Policy #5245 regarding the closeout of this Contract. This includes, but is not limited to, completing a formal closeout within sixty calendar days, or as otherwise instructed, after the end of this Contract, or when the funding is fully utilized, whichever comes first.

## Contractor Quarterly Reports

Contractor must submit quarterly **financial** reports to the ESD budget office. These reports should be sent via email by the Contractor to: [esdgpfsdfundmgmt@esd.wa.gov](mailto:esdgpfsdfundmgmt@esd.wa.gov). These reports must comply with WIOA Title I Policy #5240.

## Certifications

Any annual and final fiscal reports or vouchers requesting payment under this Contract must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads:

‘‘By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.”

## Cost Rates

Contractor must submit an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no such rate exists Contractor must submit to the ESD Budget Office upon contract execution either a rate negotiated between the pass-through entity and the subrecipient, or a de minimis indirect cost rate as defined in 2 CFR Part 200.414 – Indirect Facilities and Administrative costs.

###### PERFORMANCE NOTIFICATION

If, for any quarter, Contractor falls 20% or more below performance targets or expenditure projections and/or does not fully perform activities specified in this Contract, then Contractor must notify ESD Contract Manager and must also develop and submit a written plan that addresses both the causes and the corrective steps to mitigate and prevent such occurrences.

Based on the severity and/or the number of incidences, ESD may deem the non-compliance as a possible breach of this Contract, at which time the termination for cause sections, set forth later in this Contract, will be controlling.

###### INSURANCE

Contractor shall maintain in full force and effect, Commercial General Liability insurance covering the risks of bodily injury, property damage, and personal injury, and coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate.

Contractor shall acquire insurance from a carrier or carriers licensed to conduct business in the State of Washington. Contractor’s insurance must be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and must include a severability of interests (cross-liability) provision.

In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to ESD within five business days of Contractor’s receipt of such notice. Failure to acquire and maintain insurance may, at ESD’s sole option, result in Contract termination.

Upon ESD’s request, Contractor shall furnish to ESD copies of certificates of all required insurance within thirty (30) days.

###### TERMINATION AND SUSPENSION

**Non-compliance**

1. ***Termination or Suspension for Cause:***In the event ESD determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, ESD has the right to suspend or terminate this Contract. ESD may terminate immediately or, at its sole discretion, ESD may notify the Contractor in writing of the need to take corrective action, prior to termination, and allow the Contractor time to cure its breach. Additionally, if ESD deems it necessary, it may immediately suspend this contract while it investigates the nature of a breach, and/or while it allows the Contractor to complete its cure process.

If ESD elects to utilize an immediate termination, it must be able to demonstrate how continuation of the contract may cause immediate harm to ESD, the State of Washington, or its residents.

1. ***Termination for RFP Violations:***ESD may terminate this contract for cause if ASB misrepresented or violated any of the certifications affirmed in its RFP Proposal.

Terminations of this nature are at the sole discretion of ESD. In the event this Contract is terminated as provided herein, ESD shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor. The existence of facts upon which ESD makes any determination under this clause shall be an issue and may be reviewed as set forth in Issue and Dispute Resolution.

**Administrative Terminations:** Each of the below are available only to ESD.

1. **Termination for Funding Reasons:** ESD may terminate or suspend this Contract in the event that funding from federal, state, or other sources becomes no longer available to ESD or is no longer allocated for the purpose of meeting ESD's obligation hereunder. In the event funding is limited in any way, this Contract is subject to re-negotiation under any new funding limitations and conditions.
2. **Termination for Convenience:** ESD, upon providing at least twenty days’ written notice, may terminate or suspend this Contract, in whole or in part for convenience. Contractor shall continue to provide services under this Contract until the actual termination or suspension date stated by ESD. If this Contract is terminated, ESD shall be liable only for final payment for services rendered or expenses incurred prior to the effective date of termination.
3. **Termination for Withdrawal of Authority:** In the event that ESD’s authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract, ESD may terminate this Contract by seven (7) calendar days or other appropriate time period by written notice to Contractor. If the authority is withdrawn before ESD can provide a full seven-day notice, ESD will only be required to give the amount of notice available. No penalty shall accrue to ESD in the event this Section is exercised.

None of ESD’s administrative terminations shall be construed to permit ESD to terminate this Contract in order to acquire similar Services from a different third party.

###### Records Storage and ACCESS

## Access to Facilities

To the extent permitted by law, the Office of the State Auditor, DOL, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by ESD 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 Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right, subject to conformance with Contractor safety and security standards provided in advance to ESD and to the extent permitted by law, 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. Access shall be conducted at reasonable times and in a reasonable manner. Access is required to be granted as long as the records are retained and at no additional cost to ESD.

## Audits

To the extent permitted by law, at any time during normal business hours and as often as ESD, the Office of the State Auditor, Department of Labor (DOL), the Comptroller General of the United States or any of their duly authorized representatives, and any other persons duly authorized by ESD deem necessary, the Contractor shall make its records available. To the extent permitted by law, 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 Contract. Contractor will maintain its records and accounts in such a way as to facilitate the audit and ensure that Grantees also maintain records that are auditable. Contractor is responsible for any audit exceptions resulting from its own actions or those of its sub-grantees.

Contractor and its sub-grantees shall adhere to applicable federal Office of Management and Budget Circulars and other applicable federal and state regulations, including but not limited to, OMB 2 CFR 200.

If the Contractor expends $750,000 or more during the Contractor’s fiscal year of federal award money, Contractor must comply with the Single Audit Act as supplemented by the audit requirements of 2 CFR 200, including but not limited to CFR 200.501-.521.

## Records Storage

Contractor shall maintain its records and accounts in such a way as to facilitate any audits or examinations conducted in accordance with this Contract or under applicable laws, regulations, or policies. Contractor shall also require that Subcontractors maintain records that are auditable in accordance with Generally Accepted Accounting Principles.

###### AMENDMENTS

The parties are allowed to amend this Contract to the extent that such amendments do not alter this Contract outside of the scope of the original Request for Proposal, **RFP 2021-16**. Amendments are binding only when made in writing and mutually signed by an authorized signatory. Under no circumstances does ESD’s acting contract manager have the authorization to sign an amendment.

###### ASSIGNABILITY

Contractor shall not assign or delegate any rights or services, nor any claims arising hereunder, whether in whole or in part, to other entity without the expressed written consent of ESD.

###### ATTORNEY FEES AND COSTS

If any litigation is brought to enforce this Contract or any litigation arises out of any contract term, clause or provision, each party shall be responsible for its own expenses, costs and attorney fees.

###### COMPLIANCE WITH APPLICABLE LAW

Contractor acknowledges and agrees that in contracting with a state agency, it must comply with all applicable federal, state, and local laws and regulations, including but not limited to, civil rights, employment, nondiscrimination, taxes, and disability requirements. These minimally include the following:

Noncompliance may be deemed as material grounds for default and termination without showing a direct effect on the work being performed under this Contract.

Contractor is expressly responsible for making sure that it is properly licensed with all state or federal agencies and is fully able to maintain employees and conduct the required business within the State of Washington.

###### CONTRACT MANAGEMENT

Each respective Contract manager listed on page one is the designated person for the general management of this Contract, to include receiving all communications and notices related to the contract. All correspondence and notices from either party will be deemed as being properly sent to the other party if made by emailing said written communication to the other party’s identified contract manager.

Each party is required to notify the other manager in writing within three business days of any changes to that party’s contract manager’s information. Contract Managers may be changed through administrative notice to the other party, and do not require a full amendment.

###### COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by ESD. ESD shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to ESD effective from the moment of creation of such Materials. This includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under this Contract, but that incorporate preexisting Materials not produced under this Contract, Contractor hereby grants to ESD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to ESD.

In cases where such Materials have been purchased with federal funds, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

###### DEBARMENT AND SUSPENSION

Contract Contractor must not contract with a Subcontractor that is debarred or suspended from participation in Federal Assistance Programs under Executive Order 12549 "Debarment and Suspension" codified at 29 CFR part 98.

###### DISPUTES

Except as otherwise provided in this Contract, when a dispute arises and cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by Contract of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, or a Dispute Resolution Board. Either of the parties may also request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor’s process will control.

###### ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

The parties agree that this contract may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one Contract; and that electronic signature, or e-signature, of this contract shall be deemed as having the same effect as execution of an original ink signature; and that E-mail, photocopy, or facsimile delivery of a signed copy of this contract shall be deemed as the same as delivery of an original.

###### GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue hereunder will be in the Superior Court for Thurston County.

In the event of an inconsistency in this Contract, unless otherwise provided, the inconsistency is resolved by giving precedence in the following order:

1. Applicable Federal and Washington State Statutes and Regulations.
2. All terms and conditions herein.
3. Any attachments in their descending alphabetical order.
4. Any other material incorporated herein by written reference.

###### INDEMNIFICATION

Each party to this Contract is responsible for its own acts and/or omissions and those of its officers, employees and agents.

To the extent permitted by law, ESD shall indemnify and hold harmless the Contractor from all claims, costs, damages, or expenses arising from this Contract and based upon the negligence or non-compliance of the Department and its officers, employees, and agents. Likewise, the Contractor shall indemnify and hold harmless the Department from all claims, costs, damages, or expenses arising from this Contract and based upon the negligence or non-compliance of the Contractor and its officers, employees, agents, and subcontractors.

###### INDEPENDENT CAPACITY

The parties create an independent contractor relationship under this Contract. The Contractor and its employees or agents performing under this contract are not employees or agents of ESD. The Contractor may not hold itself out as, nor claim to be, an officer or employee of ESD or of the State of Washington by reason of this Contract, nor may the Contractor make any claim of right, privilege or benefit which would accrue to an employee of the State of Washington.

###### LICENSING

Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for performance under this Contract.

###### LIMITATION OF LIABILITY

Neither Contractor nor ESD will be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except any claim related to bodily injury or death; a breach of confidentiality or cybersecurity; or a claim or demand based on patent, copyright, or other intellectual property right infringement.

Neither party will be liable to the other party unless damage is proximately caused by such party’s respective fault or negligence. Neither the Contractor nor ESD will be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the party. Such causes may include, but are not restricted to, acts of God or acts of a governmental body other than the ESD acting in either its sovereign or contractual capacity.

###### RECORDS, DOCUMENTS AND REVIEW

## Maintenance of Records: Unless otherwise specified in the Contract, all books, records, documents, and other materials relevant to this Contract will be retained for six (6) years after expiration of this Contract. Each party will utilize reasonable security procedures and protections to assure records and documents provided by the other party are not erroneously disclosed to third parties.

## Review of Records: Contractor shall grant ESD, and its designees 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 Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. Access must be available at all reasonable times not limited to the required retention period but as long as records are retained, and at no additional cost to ESD.

###### SEVERABILITY

If any term or condition of this Contract is held invalid, the remainder of the Contract remains valid and in full force and effect.

###### SUBCONTRACORS

The Contractor shall not subcontract work under this Contract unless it noted the use of such subcontractors in its RFP proposal, or otherwise has ESD’s prior written approval to use that subcontractor.

Contractor acknowledges that such approval for any subcontractor does not reduce or release the Contractor of its liability for any breach of the Contractor’s or subcontractor’s duties. The Contractor shall remain responsible and liable to ESD for the performance of any and all subcontractors to the same extent that Contractor would be responsible and liable to ESD had Contractor performed such services.

###### SURVIVORSHIP

Notwithstanding the expiration of the initial term of this Contract, the terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Contract shall so survive. This shall minimally include, without limitation, all matters concerning the permissible use and safeguarding of confidential information and matters pertaining to record preservation and subsequent disposition.

###### USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

It is contemplated by the parties that the Contractor will not access or receive any private or confidential information. Contractor may not hold itself out as a private entity that can maintain confidential information from outside sources and not disclose the same to ESD, a public state agency. If Contractor receives any confidential or proprietary information from outside sources, it must disclose the nature of such information to ESD.

If Contractor ever receives confidential or proprietary information from ESD, it shall maintain such information in confidence, shall not disclose the same to any other person or entity, and shall only use that information for lawful purposes related to carrying out the required performances of this Contract. Any other use or disclosure of such information is excluded and may be grounds for immediate termination of this Contract.

If additional disclosure Contracts are necessary at that time, Contractor will execute the same as directed by ESD.

###### WAIVER

Any omission by either party to exercise its rights under this Contract does not preclude that party from subsequent exercising of such rights and does not constitute a waiver of any rights. A waiver of rights must be stated in a writing signed by an authorized representative with signature authority on behalf of the party.

**Exhibit A**

**Statement of Work**

**Workforce Member Statewide Rapid Response Team PY21 WIOA RR**

“Organization Name”, hereinafter called "Contractor" or "Grantee” to furnish the resources, staff, and expertise necessary to co-lead the Statewide Rapid Response Team and to complete the tasks outlined in the proposal. The body of work includes 1) technical support to workforce system partners, 2) outreach, education, and materials related to the Rapid Response and workforce development systems, and 3) common reporting and data collection for Rapid Response statewide.

This Statement of Work is based on the Contractor’s request for proposal submitted to and approved by the ESD and is consistent with the Workforce Innovation and Opportunity Act, its regulations, and applicable guidance.

Contractor will complete the work described in the matrix below and provide the deliverables indicated in each table. Contractor will submit quarterly reports to ESD, outlining and detailing Statement of Work activities as well as progress toward, and completion of, all outcomes and deliverables. These reports will contain narrative detail and direct evidence of Statement of Work activities.

All fund use must comply with the Workforce Innovation and Opportunity Act (WIOA), TEGL 19-16, and applicable federal, state, and local regulations.

Contractor will be reimbursed for services in the amount of **$300,000.00** to complete all outcomes and deliverables described in this Statement of Work by June 30, 2023

1. **TASKS, TIMELINES, ACTIVITIES, DELIVERABLES, & OUTCOMES**

These will be reported through Quarterly Narrative Reports to ESD, using forms provided by ESD, which summarize progress and activities related to each task and report quarterly outcomes and meaningful progress.

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverables, Timelines, Activities, and Outcomes** | | | |
| **Tasks** | **Timeline** | **Activities to Accomplish Outcome(s)** | **Outcomes & Deliverables** |
| **Task 1:**  **Co-lead and serve as the workforce lead on the Statewide Rapid Response Team (SRRT)** | Throughout the period of performance, beginning May 1, 2022 and concluding June 30, 2023 | As a member of the SRRT:   * Conduct, together with other members of the SRRT, monthly meetings consistent with the role of the SRRT; * Actively engage with the SRRT to identify successful practices and identify and break down barriers to cross-agency collaboration; * Provide technical and strategic assistance to the LWDBs for best practices in the delivery of Rapid Response services; * Identify and recommend program alignment and process improvement opportunities and work with Local Workforce Development Boards (LWDBs) for implementation; * Review local activities related to Rapid Response and Trade Adjustment Assistance; * Provide statewide leadership and coordination for Rapid Response activities to ensure high standards are met; * Coordinate and facilitate ongoing peer-to-peer collaborative learning events as identified and scheduled by the SRRT; * Recommend and review workforce system policies affecting Rapid Response and dislocated workers; * Maintain and update a SRRT Charter with Team members. | 1. Identify planning and other collaboration with SRRT and Partners and progress made in the Quarterly Narrative Reports 2. Summarize current activities, reports, meeting minutes, flyers, publications, and recommendations describing the work of this group in the Quarterly Narrative Reports 3. Maintain and update the SRRT Charter with Team members. |
| **Task 2:**  **Focused Training** | Development will occur throughout the period of performance, beginning May 1, 2022 and concluding June 30, 2023. | * As co-leader of the SRRT, collaborate with LWDBs and other partners to develop: 1) focused training and local strategy development for Business Services and Rapid Response Teams designed to improve the Rapid Response system statewide; and 2) an outreach plan for disseminating the training plan statewide. * Provide staff time and effort, subject matter expertise, leadership, and shared accountability to ensure development proceeds on schedule. * Conduct strategic coordination of LWDBs deployment of the training plan, to ensure it is deployed effectively statewide. * Once implemented, co-lead team meetings on at minimum a quarterly basis to review outcomes and improve outreach strategies and materials. * Promote and disseminate the training plan system-wide via professional development trainings, conference presentations, or similar opportunities. | 1. The development and outreach plan for deploying the Training Plan must document and describe: A) The development and collaboration necessary to build a value-added training plan; B) The centralized strategic plan for deployment statewide to all areas and impacted partners; C) Specific deployment roles for LWDB, ESD, and Partners; D) Communications standards and protocols; E) Proposed promotion activities at conferences, trainings, and partner events. 2. Topics may include, but are not limited to, the following:   Rapid Response, Layoff Aversion, Business lifecycle services, Incumbent Worker Training, OJT, Shared Work, TAA, strategic linkages with economic development activities, customized training, Job Skills Program, WorkSource, WorkSourceWA.com, and other topics recommended by impacted partners.   1. Summarize current activities, reports, meeting minutes, flyers, publications, and recommendations in the Quarterly Narrative Reports. |
| **Task 3:**  **Develop and Update Outreach Materials** | Throughout the period of performance, beginning May 1, 2022 and concluding June 30, 2023 | * Collaborate with the LWDBs and SRRT to develop and update outreach materials, Standard Operating Procedures, templates, and referral forms to customize for local use. | 1. By June 30, 2022: 2. Inventory available materials 3. Develop work group 4. Summarize current activities, reports, meeting minutes, flyers, publications, and recommendations in the Quarterly Narrative Reports. |
| **Task 4:**  **Explore common weblink for cross-LWDB referrals** | Throughout the period of performance, beginning May 1, 2022 and concluding June 30, 2023 | * Collaborate with the LWDBs and SRRT to explore and plan to create a common weblink to refer Rapid Response attendees to resources in their local area. | 1. Summarize current activities, reports, meeting minutes, and recommendations in the Quarterly Narrative Reports. |
| **Task 5:**  **Develop common reporting format for Rapid Response activities** | Throughout the period of performance, beginning May 1, 2022 and concluding June 30, 2023 | * Collaborate with the LWDBs and SRRT to develop a common reporting format including sector, conversion of attendees to customers, and other pertinent data to track and catalogue Rapid Response events across the state * Provide Rapid Response reports to ESD quarterly. | 1. By June 30, 2022: 2. Develop work plan with partners that includes timelines to accomplish this task to provide initial statewide quarterly reporting on Rapid Response events on or before September 30, 2022 3. Summarize current activities, reports, meeting minutes, and recommendations in the Quarterly Narrative Reports. |
| **Task 6:**  **Develop tool kits for focused industry/sector solutions for layoff aversion and upskilling** | Throughout the period of performance, beginning May 1, 2022 and concluding June 30, 2023 | * Collaborate with the LWDBs and SRRT to develop tool kits focused on industry/sector solutions for 1) layoff aversion, 2) upskilling, and 3) planning for the future.   Focus initially on sectors / industries hardest hit during the most recent recession.  Tool kits may include data, plans for needs assessment, outreach in each sector/industry, and any supporting materials. | 1. Summarize current activities, reports, meeting minutes, and recommendations in the Quarterly Narrative Reports. |
| **Task 7:**  **Facilitate and strengthen effective communication and collaboration between the Statewide Rapid Response Team and the 12 local workforce development boards.** | Throughout the period of performance, beginning May 1, 2022 and concluding June 30, 2023. | * Work with ESD, LWDBs, local employers, and partners to facilitate communication and a culture of innovation and collaboration in addressing the Rapid Response needs for businesses and impacted workers. * Advocate for LWDBs statewide by elevating regional best practices, promoting a collaborative culture of LWDB-driven leadership and innovation. * Champion the Statewide Rapid Response Team and its projects with the 12 local workforce development boards, presenting at council meetings, conferences, and other events as appropriate. | 1. Summarize current activities, reports, meeting minutes, and recommendations in the Quarterly Narrative Reports. |

**Exhibit B**

**Budget Form**

**NOTES on Budget Form:**

A printed copy of the standard budget form template is contained on the following pages.

**NOTE: The budget form includes two tabs:**

* + “Line Item Budget”
  + “Expenditure Detail”

Upon the presentation of the contract, the actual Budget Form will be provided to the ASB as an Excel document.

Budget amounts will only be provided when applicable, they may be left blank when appropriate.

**Line Item Budget Tab:** Includes the following instructions.

**Category Direct Costs**

* + - **Personnel Salaries, Benefits & Travel**
    - **Communications: I**ncludes conferences, meetings and publications.
    - **Office Supplies:** Includes materials and computer supplies.
    - **Equipment:**
    - **Facilities, Supplies, Communications:** Includes maintenance, repair, and leasing.
    - **Subcontracts**: Includes professional and consulting services.

**Category Indirect Costs: Contractor** must include their indirect rate.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| WIOA PY21 Statewide Rapid Response Team Workforce Member | | |  |  | EXHIBIT B |
|  | **BUDGET PLANNING** | | | | Page 1 of 2 |
|  |  |  |  |  |  |
| Name of Contractor: | TBD |  |  |  |  |
|  |  |  |  | Contract Number: | K… |
| Period of Performance: May 1, 2022 through June 30, 2023 | | |  | Grant Number: |  |
|  |  |  |  |  |  |
| **LINE ITEM BUDGET DETAIL** | | | | | |
|  | **Cost Category** | | | | **Program Expenses** |
| 1 | Personnel: Salaries | | | | $ |
| 2 | Personnel: Benefits | | | | $ |
| 3 | Personnel: Travel | | | | $ |
| 4 | Communications | | | | $ |
| 5 | Office Supplies | | | | $ |
| 6 | Equipment | | | | $ |
| 7 | Indirect | | | | $ |
| 8 | Facilities & Supplies | | | | $ |
| **9** | **Subcontracts** | | | | **$** |
|  | **TOTAL** | | | |  |
|  |  |  |  |  |  |
| **Indirect Rate:** | ...% |  |  |  |  |
|  |  |  |  |  |  |
| **BUDGET NARRATIVE DESCRIPTIONS** | | | | | |
| *In detail, please describe planned expenses and provide explanations of total costs amounts.* | | | | | |
|  | **Cost Category** | **Narrative Description** | | | |
| 1 | Personnel: Salaries | Staff costs of $..... for *Staff Position* at ... hours at $..../hr | | | |
| 2 | Personnel: Benefits | Benefits calculated based on current year budgeted amounts = $.... | | | |
| 3 | Personnel: Travel | Staff expenses for Regional Workshops, Conferences, travel, accommodations and meals. | | | |
| 4 | Communications |  | | | |
| 5 | Office Supplies |  | | | |
| 6 | Equipment |  | | | |
| 7 | Indirect | Subtotal $..... x ..% = $..... | | | |
| 8 | Facilities & Supplies | ………………. | | | |
| 9 | Subcontracts | Contracts $..... | | | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| WIOA PY21 Statewide Rapid Response Team Workforce Member | | | |  |  | EXHIBIT B |
|  |  | **BUDGET PLANNING** | | |  | Page 2 of 2 |
|  |  |  |  |  |  |  |
| Name of Contractor: | TBD | |  |  |  |  |
|  |  |  |  |  | Contract Number: | K… |
| Period of Performance: May 1, 2022 through June 30, 2023 | | |  |  | Grant Number: |  |
|  |  |  |  |  |  |  |
| **Line Item** | | **Contract Budget** | **Previous Expenses Reported** | **Current Expenses** | **Year to Date Costs** | **Budget Balance** |
| Personnel: Salaries | | $ - | $ - | $ - | $ - | $ - |
| Personnel: Benefits | | $ - | $ - | $ - | $ - | $ - |
| Personnel: Travel | | $ - | $ - | $ - | $ - | $ - |
| Communications | | $ - | $ - | $ - | $ - | $ - |
| Office Supplies | | $ - | $ - | $ - | $ - | $ - |
| Equipment | | $ - | $ - | $ - | $ - | $ - |
| Indirect | | $ - | $ - | $ - | $ - | $ - |
| Facilities & Supplies | | $ - | $ - | $ - | $ - | $ - |
| Subcontracts | | $ - | $ - | $ - | $ - | $ - |
| **Totals** | | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Instructions: |  |  |  |  |  |  |
| This form to accompany all A-19 invoices. | |  |  |  |  |  |
| Column A: Enter any optional line items shown in Line Item Budget Detail (Tab 1). | | | | | | |
| Column C: Automatically entered using Tab 1 total costs. | | | | | | |
| Column D: Enter previously reported expenses (using year-to-date column from prior report). | | | | | | |
| Column E: Enter current expenses. | | | | | | |
| Column F: Budget balance will auto calculate. | | | | | | |

**Exhibit C**

**WIOA SUPPLEMENTAL TERMS AND CONDITIONS**

for

**CONTRACTS**

under

**THE WORKFORCE INNOVATION and OPPORTUNITY ACT**

# LAWFUL COMPLIANCE

Contractor shall conduct the program in accordance with the WIOA statute, USDOL regulations, and applicable State policies.

Contractor shall also conduct all activity pursuant to this Contract in accordance with all other applicable current and future federal, state and local laws, rules and regulations.

# ASSURANCES

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of contract:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin.
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor’s operation of the WIOA Title I-financially assisted program or activity, and to all Contracts the Contractor makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

# CONFLICT OF INTEREST

Contractor shall take every reasonable course of action in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. Contractor’s actions under this Contract will be undertaken in an impartial manner, free from personal, financial, or political gain. Contractor, its executive staff and employees, in fulfilling this Contract, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

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.

* 1. Individual.
  2. Member of the immediate family.
  3. Employing organization.
  4. Future employing organization.

A Contractor cannot be involved with decision making if there is a direct financial benefit to themselves or immediate family. Membership on Boards, committees, councils, or commissions , does not by itself violate these conflict of interest provisions. Program. Contractor must abide by WIOA Title I Policy 5405.

# FUNDING

## Funding Provided

Funding made available through this Contract is limited to the funding expressly provided in this Contract, providing that additional funding may be provided by mutual amendment. Contractor will use the funding provided in this Contract only on allowable costs. ESD will honor all allowable costs submitted within the funding period if funding is available.

## Profit

Any profit generated by funds made available under this Contract must be used or returned to ESD in accordance with WIOA Title I Policy #5220.

## Recapture

Funding provided in this Contract is subject to Recapture under WIOA Title I Policy #5275, and as stated in the body of this Contract.

## Indirect Cost Rate

Contractor shall not spend funding obtained either through this Contract or any other WIOA Grant or contract on indirect or administrative costs in excess of their Negotiated Indirect Cost Rate.

## Repayment of Disallowed Costs

Contractor may be required to repay ESD for any costs that are determined by ESD to be a disallowable cost.

# CONFERENCES AND MEETINGS

## Approval

Conferences sponsored in whole or in part by the Contractor using funding obtained through federal awards are allowable only if the conference is necessary and reasonable for the successful performance of the Federal Award. Contractor must use discretion and judgment to ensure that all conference costs charged under this Contract are allowable and comply with the requirements in 2. CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

## Executive Branch Meetings

The Contractor must not use any funds from this Contract for the purpose of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose this Contract. No funds from this Contract may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M12-12 Date May 11, 2012. (P.L 113-6, 3003(c)(d)(e)).

# CONTRACTOR STAFFING AND WORKPLACE

## Drug-Free Workplace

Contractor and any Contractors must comply with the government-wide requirements for a drug-free workplace, as codified at 29 CFR part 94 and 48 CFR part 23.504. These requirements include but are not limited to: (1) proper establishment, publishing and distribution of drug free workplace statement and drug-free awareness program, and (2) proper notification procedures of any employee violations. Failure to comply with these requirements may be cause for suspension or disbarment. All WIOA 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.

## Contractor Salary and Bonus Limitations

No funds received under this Contract may be used to pay for 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 does not apply to vendors providing goods and services as defined in OMB 2 CFR 200.

## Taxes

Contractor shall be solely liable for payment of payroll taxes, unemployment contributions, and any other applicable taxes, insurance, or other expenses for the Contractor staff.

## Motor Vehicle Safety Policies

Contractor is encouraged to develop policies and programs for the use of seat belts while driving and for the banning of cell phone use or texting while driving.

## Wages and Hours

Any wages paid by Contractor using funds from this Contract must be reasonable, necessary, and allocable for performance of this Contract, and not in excess of the usual and accustomed wages for individuals with similar qualifications. Wages must also comply with the Washington State Minimum Wage Act, RCW § 49.46.

No funds obtained through this Contract may be used to pay the wages of incumbent employees during their participation in economic development activities provided through statewide workforce delivery system.

## Health Benefits Coverage

The Contractor shall ensure that the use of funds obtained through this Contract used for Health Benefit coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriation Act, 2015.

# INTERNAL CONTROLS

Contractor must develop and maintain an internal control structure and written policies that are in compliance with the “standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission. These internal controls are needed to provide safeguards to protect personally identifiable information, records, contracts, grant funds, equipment, sensitive information, tangible items, and other information that is readily or easily exchanged in the open market, or that ESD or the Contractor or sub-recipient considers to be sensitive, consistent with applicable Federal, State and local privacy and confidentiality laws.

These internal controls must include assurance that the Contractor is:

1. Managing funds under this Contract in compliance with federal statutes, regulations, and the terms of this Contract.
2. Complying with federal statutes, regulations, and the terms and conditions of the federal award.
3. Evaluating and monitoring sub-recipients’ compliance with applicable laws and terms of this Contract.
4. Taking prompt action when instances of noncompliance are identified.

# LOBBYING

1. **Restrictions on Lobbying**

Contractor shall comply with lobbying restrictions set forth in WIOA; 29 CFR Part 93 (New Restrictions on Lobbying) and any subsequent updates; and RCW 42.17A.Contractorshall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the grant period.

1. **Certification**

Contractor shall execute **Exhibit D**, to certify that it is in compliance with the lobbying restrictions listed in WIOA and 29 CFR Part 93.

1. **Publicity**

No funds provided under this Contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

# NONDISCRIMINATION

Notwithstanding any other restrictions on discrimination contained in this Contract, and in addition thereto, Contractor shall comply with all federal and state nondiscrimination laws, including but not limited to, 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, Section 188 of WIOA and any DOL regulations relating to Section 188.

Contractor must not discriminate in any of the following areas:

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

Contractor also ensures that it will comply with 29 CFR Part 38; including the Nondiscrimination Plan developed by the Washington Employment Security Department and any WIOA policies and procedures issued.

1. **Discrimination**

###### No individual in the United States may, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or for beneficiaries on the basis of citizenship status or participation in any WIOA Title I-financially assisted program or activity; be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.

1. **Program Participation**

As long as an individual meets the other program requirements, participation in any programs funded in whole or in part by this Contract shall be available to all citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees and other immigrants authorized by the Secretary of Homeland Security to work in the United States.

1. **Notification**

Contractor shall post the attached “Equal Opportunity is the Law” notice prominently in reasonable numbers and places and in available and conspicuous physical locations; on the recipient’s website; 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 andto each participant**.** A signed copy of the notice will also be made a part of the participant’s electronic and paper files. 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.

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 WIOA Title I financially assisted programs or activities or the requirements for participation by recipients and participants.

**“(*NAME OF ORGANIZATION*)** is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.”

Where such materials indicate that the recipient may be reached by voice telephone, the materials must also prominently provide the relay number: Washington Relay Service 711.

1. **Reporting**

Contractor shall promptly notify the State-LevelEO Officer of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in a WIOA Title I-financially assisted program or activity. The State-LevelEO Officer will notify the Commissioner of Employment Security Department (ESD) and the Civil Rights Center (CRC).

# PERFORMANCE STANDARDS

Contractor shall comply with the applicable requirements of WIOA section 116. This includes, but is not limited to the tracking, recording, and reporting on their performance accountability measures. Contractor must also enter all necessary data for federal reporting and performance accountability measures into their successors.

# PURCHASING AND CONTRACTING REQUIREMENTS

1. **Buy American Act**

Purchases made under this Contract using funds made available under WIOA or the Wagner-Peyser Act (29 U.S.C. 49 et seq.) shall comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy America Act”). Any person who a court or Federal Agency has determined in final judgment of selling or shipping any good with a false label of being a product made in America shall be ineligible to receive any Contract or subcontract with funds made available under this Contract.

1. **Prohibition on Contracting with Corporations with Felony Criminal Convictions**

The Contractor must not knowingly enter into a contract, memorandum of understanding, or cooperative Contract with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding twenty-four (24) months.

1. **Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**

The Contractor must not knowingly enter into a contract, memorandum of understanding, or cooperative Contract with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely matter pursuant to an Contracts with the authority responsible for collecting the tax liability.

1. **Prohibition on Contracting with Inverted Domestic Corporations**

No funds made available under this Contract may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 535(b) of the Homeland Security Act of 2002(6 U.S.C. 395(b)) or any subsidiary of such an entity.

1. **Oversight**

Contractor must maintain oversight over all contracts. This includes, but is not limited to, monitoring contractor performance regarding contract terms, conditions, and specifications.

1. **Equipment and Supplies**

### **Acquisition**

Contractor must receive prior approval from ESD for the purchase of any equipment with a per unit acquisition cost of $5,000 or more, and a useful life of more than one year using funds obtained through this Contract. This includes the purchases of automatic data processing equipment. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439. This Contract does not give approval for equipment specified in an awardee’s Budget or Statement of Work unless specifically approved.

### **Equipment Management**

All equipment purchased with funds obtained through this Contract must be managed in accordance with 2 CFR 200.313. This includes, but is not limited to:

* Maintaining records of the property that includes description of the equipment, title, cost, grant award contribution, and identifiable information.
* Conducting inventory of equipment at least every two years.
* A control system developed to adequately safeguard property.
* Proper maintenance of the equipment.
* Disposal of equipment in accordance with federal and state law.

### **Supplies**

Title to Supplies acquired with funding provided under this Contract shall vest with the Contractor at acquisition. A residual inventory of unused supplies exceeding $5000 in value at the time of completion of this Contract must be used by the Contractor on other federal projects or sold. As long as the DOL retains an interest in the supplies, they must not be used to provide services for a fee that is less than private companies charge for equivalent services.

# RELATIONSHIP OF THE PARTIES

The parties establish an independent Contractor relationship by this Contract. The Contractor and employees or agents performing under this Contract are not employees or agents of ESD. The Contractor will not hold itself out as, or claim to be an officer or employee of, ESD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

# VETERANS PRIORITY

The Jobs for Veterans Act (Public Law 107-288) requires Contractor to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a recipient of grant moneys must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program’s eligibility requirements. Contractor must comply with DOL guidance on veterans’ priority. ETA’s Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available: <http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816>.

# VIOLATION OF PRIVACY ACT

No funds made available under this Contract may be used in contravention of the 5 U.S.C. 552(a) or regulations implementing that section.

# USE OF STATE RESOURCES

Contractor and any Subrecipients shall comply with ESD WIOA Policy #5408 and ESD Policy and Procedure #2015 when using state-owned information technology resources.

# WIOA FISCAL LEAD RESPONSIBILITIES

**Contractor** will be the Fiscal Lead (FL) and will have primary responsibility for the management of federal Workforce Innovation and Opportunity Act (WIOA) funds. The WIOA FL is responsible for full compliance with WIOA law and USDOL implementing regulations as well as the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as the Uniform Guidance) at 2 CFR 200. The FL is responsible to ensure all expenditures and activities comply with terms and conditions of the Contract as well as any applicable State laws and policies. The FL must plan and manage the project with diligence, meet or exceed all performance objectives, and expend funds according to monthly or quarterly targets. The FL will be required to repay to ESD, from the FL’s own non-federal funds, any costs determined by a federal or state monitor or auditor to be disallowed.

Specifically, the FL is responsible for the following:

1. Charging to the Contract only expenses that are **allowable**, **allocable**, **necessary**, and **reasonable** (per 2 CFR 200) to WIOA and the Contract’s Statement of Work.
2. Preventing over-expenditure and promptly identifying alternate funds in the event of excess expenditures.
3. Ensuring that goods and services are received during the Period of Performance.
4. Certifying that expenditures made for personnel are in **direct proportion to the time and effort expended** on WIOA and Statement of Work activities.
5. Complying with performance reporting requirements (it is not uncommon for ESD to withhold payment until required reports are received).
6. Obtaining prior written approval from ESD for changes to the Contract budget or planned expenditures.
7. Reviewing and reconciling expenditures and transactions with the Contract budget on at least a monthly basis.
8. For Contractors charging indirect costs to the Contract, complying with Uniform Guidance indirect cost definitions and requirements which will include applying either an indirect cost rate approved by the Contractor’s cognizant agency, a de minimis indirect rate (10%) established with ESD via the Contract budget, or negotiated Cost Allocation Plan with ESD.
9. Ensuring the FL’s financial management system of record and control environment provides for the:
10. Identification, in its accounts, of each and all federal funds received and expended by program and cost objective.
11. Accurate, current, and complete disclosure of the financial results of each and all federal awards or programs in accordance with the requirements set forth in 2 CFR 200.328 Financial reporting and 200.329 Monitoring and reporting program performance.
12. Identification and source documentation of the each and all federal fund source(s), authorizations, obligations, unobligated balances, assets, expenditures, income, and interest.
13. Effective internal control(s) over, and accountability for, all funds, property, and other assets including, but not limited to, the safeguarding of all assets and assure that they are used solely for authorized purposes (per 2 CFR 200.303).
14. Comparisons of expenditures with budget amounts for each and all federal awards.
15. Written procedures to implement the requirements of 2 CFR 200.305.
16. Written procedures for determining the allowability of costs in accordance with 2 CFR 200 Subpart E - Cost Principles of this part and the terms and conditions of the Federal award.

ESD is committed to the success ofeach **Contractor.** Contractor(s) may request Technical Assistance (TA) from ESD regarding FL responsibilities, WIOA law and regulation, the Uniform Guidance, the terms and conditions of the Contract, or other related topics. ESD will take reasonable, timely, and necessary steps to provide, or arrange for the provision of, requested TA.

**Exhibit D**

**Certification Regarding Lobbying**

APPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING

# *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned (i.e., the Contractor signatory) certifies, to the best of his or her knowledge and belief, that:

* + 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.
    3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Contractor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

|  |  |
| --- | --- |
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
| APPLICANT ORGANIZATION | DATE SUBMITTED |