

Request for Proposals

For

MONITORING SERVICES

***Proposals must be received no later than 3:00 p.m. PDT
November 16, 2007
ABSOLUTELY NO EXCEPTIONS***

Workforce Development Council Snohomish County
728 134th St. SW, Suite 128
Everett, WA 98203
t: (425) 921-3423

TABLE OF CONTENTS

1.0	INTRODUCTION	2
2.0	SCOPE OF SERVICES	2
3.0	SOLICITATION	3
4.0	RESPONDENT ASSISTANCE AND CONTRACT AWARD SCHEDULE	3
4.1	RFP SCHEDULE	3
4.2	RESPONDENT ASSISTANCE	3
4.3	ADDENDA TO THIS REQUEST FOR PROPOSAL	4
4.4	CONTRACT AWARD	4
4.5	RIGHT TO CANCEL	4
4.6	EX-PARTE COMMUNICATION POLICY	4
4.7	RESTRICTIONS ON DISCLOSURE	4
5.0	MONITORING SERVICES TO BE PERFORMED	5
6.0	REPORTS	6
6.1	COMPLIANCE REPORT	6
6.2	OTHER REPORTS	6
7.0	SUBMITTAL OF PROPOSALS	6
7.1	PROPOSAL FORMAT	6
7.2	CONFIDENTIALITY AND OWNERSHIP OF PROPOSALS	7
7.3	PROPOSAL ACCEPTANCE/REJECTION	7
7.4	INFORMATION TO BE INCLUDED IN THE PROPOSAL	7
8.0	EVALUATION	11
9.0	SELECTION	11
10.0	CONTRACT TERMS AND CONDITIONS	11
10.1	CONTRACT TERMS	11
10.2	LITIGATION WARRANTY	12
11.0	DEBRIEFINGS	12
12.0	PROTESTS	13

Workforce Development Council Snohomish County

The Workforce Development Council Snohomish County (WDC) is a 501(c)(3) tax exempt organization that serves as Snohomish County's workforce broker, creating workforce solutions for employers and providing a variety of workforce development services to the County's education and training providers and local residents.

The WDC will be a nationwide leader in providing a model system of universal access in which employers have access to a sustainable workforce, job seekers develop careers to achieve a sustainable wage, and the community can build upon its economic health and vitality.

The WDC invests government and private funding to continuously increase the global competitiveness and prosperity of our businesses and workforce, to fill current and emerging jobs, and to provide full employment. Our investments are made through effective business, labor, educational, community based, and service provider organization for the opportunity, economic well being and benefit of our entire community.

The WDC provides a comprehensive system of training, placement and career planning for job seekers through our WorkSource centers in Lynnwood and Everett, and affiliate sites located throughout Snohomish County. Job seekers can utilize the WorkSource centers to find quality jobs, increase their skills and advance their careers through resource rooms, career counseling, workshops, and other services. We also serve the County's businesses, through recruitment assistance, education and training opportunities, and workforce development strategies. We also coordinate the development and dissemination of labor market information and economic development resources.

Businesses turn to the WDC for leadership to mobilize public and private organizations and resources to address workforce needs. Our partners and training providers share our desire to work jointly in developing the future for Snohomish County by integrating academic, vocational and social services with job training.

The WDC provides a wide array of services to employers and businesses. We work and connect with economic development organization and government agencies to provide everything from information on tax incentives, labor trends and salaries to recruitment and referrals of qualified and pre-screened candidates, as well as assistance with downsizing and closures. Since the needs to companies vary, the WDC is flexible and creative in working with each business to deliver the specific resources necessary to meet the business need.

**WORKFORCE DEVELOPMENT COUNCIL
SNOHOMISH COUNTY
MONITORING SERVICES
Request for Proposal**

1.0 INTRODUCTION

The Workforce Development Council Snohomish County (WDC) serves as both the grant recipient and the administrative entity for the Workforce Investment Act (WIA) and other federal, state and local job training funds in Snohomish County, Washington. As such, the WDC is responsible for monitoring all program funded by WIA and other such grant sources.

The WDC is issuing a Request for Proposals (RFP) for monitoring services to ensure compliance by the WDC and its service providers, with all pertinent federal, state and local laws and regulations, WIA legislation and other grants, applicable administrative regulations, and the terms and conditions of contracts and/or service agreements. Such monitoring covers all aspects of programmatic and fiscal activities, administrative systems and management practices.

Interested and qualified firms are invited to submit a proposal in accordance with the instructions indicated in this RFP.

THE WDC MUST RECEIVE PROPOSALS MARKED “PROPOSAL FOR MONITORING SERVICES” NO LATER THAN 3:00 PM, ON NOVEMBER 16, 2007. PROPOSALS RECEIVED AFTER THAT TIME AND DATE WILL NOT BE CONSIDERED.

The WDC is committed to equal opportunity in its contracting process.

2.0 SCOPE OF SERVICES

In the monitoring of service providers, the Monitor shall follow the WDC Policy Memorandum 01-09, Monitoring Policy. There are generally three types of monitoring, each having a different objective:

Compliance Monitoring is to ensure compliance with legislative mandates and contract terms and conditions that focus on program requirements, financial systems, cost limitations and expenditure rates.

Performance Monitoring is to validate actual program performance against performance standards and determine whether the contractor is performing the contracted service at the required level.

Managerial Monitoring is to review program processes and program outcomes for quality and effectiveness and to ensure that the appropriate training and services are provided as contracted for.

3.0 SOLICITATION

The RFP does not commit the WDC to accept any proposal submitted; nor is the WDC responsible for any costs incurred by the vendor in the preparation of responses to the RFP. The WDC reserves the right to accept or reject any or all of the proposals received, to accept or reject any or all of the items in the proposal, to waive any informality in the proposals received, and to award the contract in whole or in part if it is deemed to be in the best interests of the WDC.

4.0 RESPONDENT ASSISTANCE AND CONTRACT AWARD SCHEDULE

4.1 RFP SCHEDULE

From October 16, 2007-November 16, 2007, submittal packages containing the RFP are available from:

Workforce Development Council Snohomish County
728 134th St. SW, Suite 128
Everett, WA 98203
Contact: Richard Ricketts at (425) 921-3483
Email: richard.ricketts@wdcsc.org

Proposals are also available on the WDC's website: www.worksourceonline.com

IF YOU DOWNLOADED THE RFP FROM THE WEBSITE, PLEASE CONTACT CHRISTY PRATT TO ENSURE THAT YOUR NAME IS ON THE LIST OF VENDORS KNOWN TO HAVE RECEIVED THIS RFP. ADDENDA TO THE RFP WILL BE POSTED ON THE WDC'S WEBSITE.

4.2 RESPONDENT ASSISTANCE

Vendors should contact the above-named individual if they find any inconsistencies or ambiguities in the RFP.

An optional bidder's conference will be held on November 9, 2007, from 3:00 PM to 5:00 PM at the address stated above. Administrative questions and technical questions about the scope of the work will be answered at the bidder's conference. Attendance at this conference is strongly recommended. To ensure a fair and objective process, all other questions related to this RFP must be submitted in writing to the WDC and addressed to the above named individual.

Questions that arise after the bidder's conference must also be submitted in writing to the WDC and addressed to the above named individual. Written responses to all questions received by the WDC will be posted on the website. Questions will be accepted up to November 14, 2007 for response and posting to the website.

Vendors are warned that no other persons are to be contacted in this regard. No other sources of responses or clarification are considered valid.

VENDORS DIRECTLY CONTACTING MEMBERS OF THE WDC BOARD OF DIRECTORS OR ANY MEMBER OF THE WDC STAFF OTHER THAN AS DETAILED ABOVE, RISK ELIMINATION OF THEIR PROPOSAL FROM FURTHER CONSIDERATION.

4.3 ADDENDA TO THIS REQUEST FOR PROPOSAL

At the discretion of the WDC, if it becomes necessary to revise any part of this RFP, an addendum will be provided to all known participants of this RFP via posting on the WDC website. Any clarification, including responses to questions raised at the Bidder's Conference, will become an addendum.

4.4 CONTRACT AWARD

The WDC Finance Committee will make the final selection of the successful respondent at a meeting to be held in early December. Date, time and location will be posted when it becomes available.

4.5 RIGHT TO CANCEL

The WDC reserves the right to cancel all or any part of this RFP at any time without prior notice. The WDC also reserves the right to modify the proposal process and timeline as is deemed necessary.

4.6 EX-PARTE COMMUNICATION POLICY

It is the policy of the WDC to prohibit ex-parte communications with any board member, Youth Council member, WDC staff (Unless specifically allowed in this RFP) or any other person serving as an evaluator during the RFP process. Respondents directly contacting any of the above listed parties risk elimination of their proposals from further consideration. Any written communication to any of the above listed parties will be made available to all board members by the WDC CEO.

4.7 RESTRICTIONS ON DISCLOSURE

All respondents who have any financial relationships with any board member or Youth Council member must clearly disclose such a relationship by attaching a letter to the original copy of the proposal. Financial relationships with respondents will disqualify a board member from voting to fund the proposal and will also disqualify any individual from evaluating a proposal.

5.0 MONITORING SERVICES TO BE PERFORMED

The monitor shall complete a monitoring review of each service provider a minimum of twice during the program year, once during the first six months of the program and once during the second six months of the program. A service provider is a public agency, private nonprofit organization, or private for profit entity that delivers educational, training, employment or supportive services to WIA participants in the WorkSource System or in contracts for youth services.

The review shall include, but not be limited to, the following activities:

- 5.0.1 Monitoring of applicant intake procedures and the eligibility determination/verification process using monitoring checklists appropriate to the programs, as well as registrant case files.
- 5.0.2 On-site visits to on-the-job training (OJT) employers, internship and work experience sites, and service providers' classroom training, including review of curriculum, job placement system, and interviews of both participants and employers/instructors.
- 5.0.3 Review and validation of participants' time and attendance records for classroom training against payment and or wage records at service provider's level.
- 5.0.4 Review of service provider activities, supporting expenditures and requests for reimbursement.
- 5.0.5 Review of program records, and supporting documentation.
- 5.0.6 A review of fiscal records, supporting documentation and internal controls of the service providers for compliance with Generally Accepted Accounting Principles (GAAP) and the Single Audit Act.
- 5.0.7 Review of the service providers performance against the individual contract.
- 5.0.8 A review of the service provider's internal procedures to ensure that staff is following federal, state, and local directives and policies.
- 5.0.9 A review of service providers facilities for compliance with American with Disabilities Act, Equal Employment Opportunity Plan, Grievance Procedures, and child labor laws.
- 5.0.10 A review of the service providers information technology system to ensure compliance with federal, state, local and internal requirements.

- 5.0.11 Preparation of comprehensive narrative reports of all monitoring visits, monitoring activities, findings and recommendations for corrective actions.
- 5.0.12 Development of a follow-up tracking system to determine whether appropriate corrective actions were timely completed in a timely manner and appropriate reports filed.
- 5.0.13 Where appropriate, recommendations for technical assistance to service providers' staff experiencing difficulties in operating programs.

6.0 REPORTS

6.1 COMPLIANCE REPORT

The monitor shall provide a compliance report to the WDC regarding the review of each service provider, which shall include the following:

- 6.1.1 A monitoring report to be issued within 30 days of the review, including recommended corrective action(s) when applicable.
- 6.1.2 A follow-up report on the implementation of the corrective action(s) to close findings identified during the review.

6.2 OTHER REPORTS

Monitor shall also provide other reports, as required to achieve program objectives.

7.0 SUBMITTAL OF PROPOSALS

Proposals must be received by the WDC no later than Friday, November 16, 2007, at 3:00 PM, Pacific Daylight Time. Submit one (1) original signatory and five copies of the proposal to:

Workforce Development Council Snohomish County
Attn: Monitoring Services RFP
728 134th St. SW, Suite 128
Everett, WA 98203

7.1 PROPOSAL FORMAT

To be considered, respondent must submit a comprehensive response that meets the minimum requirements included in section **7.4 Proposal Contents** of this RFP. All respondents are required to respond to this RFP exactly as outlined to ensure an equal and timely evaluation of all proposals. Any supporting information shall be clearly identified and

included in a section titled "Documentation." Where a respondent can furnish equivalent capabilities, but not as specified in this RFP, the respondent should so state and describe the equivalent capabilities.

Respondent must submit five (5) copies (one with original signature and four additional copies) of the proposal, each including all supporting documents.

Upon receipt, WDC staff will date/time stamp proposals and provide respondents with a receipt verifying date/time, if necessary. If a commercial carrier (Fedex, UPS, DHL, etc.) is used to submit the proposal, it is the responsibility of the respondent to ensure that they receive a receipt of delivery from the commercial carrier. Timely submission of the proposal is the sole responsibility of the respondent.

7.2 CONFIDENTIALITY AND OWNERSHIP OF PROPOSALS

All proposals and associated materials become the property of the WDC. The content of all proposals and associated materials will be held confidential to the full extent permitted by the law until an award of contract is made. Any items regard as proprietary, or trade secrets, should be clearly indicated.

7.3 PROPOSAL ACCEPTANCE/REJECTION

The WDC will initially review all proposals for completeness and compliance with the terms and conditions of this RFP. Proposals clearly inconsistent with the RFP requirements will be eliminated from further consideration.

Proposals that pass the completeness and compliance review process stated above will be evaluated against the criteria outlined in Section **7.4 Proposal Contents** and stated in Section **8.0 Proposal Evaluation**.

7.4 INFORMATION TO BE INCLUDED IN THE PROPOSAL

In order to simplify the review process and obtain the maximum degree of comparison, the proposal shall be organized as follows:

7.4.1 Title Page

Show the RFP Subject, the name of your firm, local address, telephone number, fax number and email address of name of contact person, contractor's UBI and TIN, and the date.

7.4.2 Table of Contents

Include a clear identification of the material in your proposal by section and by page number.

7.4.3 Executive Summary

The Executive Summary, not to exceed two (2) pages, shall include a brief overview of the entire proposal, including:

- A brief statement of the respondent's understanding of the work to be performed.
- A narrative of the project strategy and approach to include a sequence of events designed to achieve the maximum benefit in addressing the financial, programmatic and internal issues.
- An explanation of the all-inclusive fee for which the monitoring, including reports, will be done. In addition, submit a fee schedule indicating the hourly rates at which these services will be performed, if applicable.

7.4.4 Respondent Qualifications

The respondent must provide an overview of its organization and its qualifications to successfully provide the monitoring services.

7.4.4.1 Respondent Profile

Respondents must provide a description of their organizations, including the following:

- A brief company history.
- Whether the firm is local, regional or national and whether it is licensed to do business in Washington State.
- State the location from which the work is to be done and the number of partners, managers, supervisors, seniors and other professional staff employed at the office.
- An organizational chart of the office from which the work is to be done.
- An audited financial statement (or comparable financial information) for the last two (2) years, or a letter from an independent auditor attesting to the financial condition of the proposed organization.
- List a minimum of three (3) accounts and/or contracts similar in size and scope to the one proposed for the WDC. Reference information shall include the name of the organization, contact person, address, telephone number and a description of the services provided.

7.4.4.2 Organization/Staff Qualifications

Respondents must provide a description of the qualifications of their organization and staff, including the following:

- Overall experience in monitoring federal and state funded programs, especially experience monitoring WIA programs.
- Identify supervisors and staff who will work on the monitoring teams.
- Attach resumes for each person assigned to the monitoring team that demonstrates relevant experience.

7.4.5 Work Plan

Respondents shall submit a workplan describing how the services outlined in Section **2.0 Scope of Services** and Section **5.0 Monitoring Services to be Performed** of this RFP will be delivered.

This plan shall include a brief description of each service/activity that demonstrates the respondent's understanding of the work to be done. This plan shall include time estimates for each segment of work and the level of staff assigned to such work.

- 7.4.5.1 Describe your plan for monitoring of applicant intake procedures and the eligibility determination/verification process using monitoring checklists appropriate to the programs, as well as registrant case files.
- 7.4.5.2 Explain how your organization will schedule and conduct the compliance monitoring visits for on-the-job training (OJT) employers, internship and work experience sites, and service providers' classroom training, including review of curriculum, job placement system, and interviews of both participants and employers/instructors. Include staff position(s) assigned and time estimates for the completion of these tasks.
- 7.4.5.3 Describe the method of review and validation of participants' time and attendance records for classroom training against payment and or wage records at service provider's level.
- 7.4.5.4 Describe the process for determining that service provider activities, supporting expenditures and requests for reimbursement are allowable and appropriately documented. Include position(s) of staff involved in this process.
- 7.4.5.5 Describe the process for determining the appropriateness of services provided to the participants as shown through the review

- of program records, and supporting documentation. Include position(s) of staff involved in this process.
- 7.4.5.6 Describe the plan for monitoring fiscal records, supporting documentation and internal controls of the service providers for compliance with Generally Accepted Accounting Principles (GAAP) and the Single Audit Act. Include staff position(s) assigned and time estimates for the completion of these tasks.
- 7.4.5.7 Describe your method of review of the service providers performance against the individual contract. Include position(s) of staff involved in this process.
- 7.4.5.8 Explain how you will review the service provider's internal procedures to ensure that staff is following federal, state, and local directives and policies. Include position(s) of staff involved in this process.
- 7.4.5.9 Explain how your organization will review service providers' facilities and conduct one site visits for compliance with American with Disabilities Act, Equal Employment Opportunity Plan, Grievance Procedures, and child labor laws. Include position(s) of staff involved in this process.
- 7.4.5.10 Describe your method of review of the service providers' information technology system to ensure compliance with federal, state, local and internal requirements. Include position(s) of staff involved in this process.
- 7.4.5.11 Describe the process for preparation of comprehensive narrative reports of all monitoring visits, monitoring activities, findings and recommendations for corrective actions. Include position(s) of staff involved in this process.
- 7.4.5.12 Describe the process for development of a follow-up tracking system to determine whether appropriate corrective actions were timely completed in a timely manner and appropriate reports filed. Include position(s) of staff involved in this process.
- 7.4.5.13 Explain how recommendations for technical assistance, where appropriate, will be provided to service provider's staff experiencing difficulties in operating programs. Include position(s) of staff involved in this process.

7.4.6 Cost Schedule

Respondent shall submit a detailed schedule of costs that shall include the estimated number of hours per task, salary per hour per job classification, fringe rate, training costs and travel expenses. All of the above may be included in a flat fee, but each should be itemized individually.

7.4.7 Technology

Respondent shall attest that it has internet access and has the ability to communicate electronically via email.

8.0 EVALUATION

WDC staff will screen all proposals for completeness and compliance with the terms and conditions of the RFP. Proposals clearly inconsistent with the initial compliance review will be eliminated from consideration.

A review panel will evaluate all proposals that pass the initial compliance review. Each reviewer will independently review and score proposals on a 100 point scale, using the following assigned weights:

Respondent Qualifications	15 Points
Work Plan	50 Points
Cost Effectiveness	25 Points
Customer Service	10 Points

9.0 SELECTION

The evaluation team will select as the successful vendor the respondent whose proposal is determine to best meet the needs of the WDC, based upon the evaluation criteria set forth herein.

The selection of the successful proposal will be based upon information supplied by the vendor in response to this RFP and upon other information that will be obtained by the evaluation team, as is deemed necessary. The lowest cost proposer may not be determined to be the most responsive bidder when all factors of evaluation of the proposal have been considered. However, the quoted cost schedule will be an important factor in the determination of the successful proposal.

The WDC Board of Directors will award the contract based upon a recommendation from the proposal evaluation team. This RFP does not commit the WDC to award a contract.

10.0 CONTRACT TERMS AND CONDITIONS

10.1 CONTRACT TERMS

The WDC will negotiate a contract with the successful respondent. The WDC's standard contract terms, which is attached to this RFP, will be the terms and conditions used by the WDC in its contracts, and will form the basis for contract negotiations.

This RFP, any addenda, and the vendor's response shall also become part of the contractual agreement between the WDC and the vendor. The WDC is not responsible for oversights in this RFP that are not brought to the attention of the WDC prior to starting contract

negotiations. The vendor shall indicate in its proposal any exceptions which vendor takes to the terms and conditions, or to any of the contents of this RFP. Contract terms required by the vendor must be included or attached to the vendor's proposal.

10.2 LITIGATION WARRANTY

A vendor, by proposing, warrants that it is not involved in litigation or arbitration concerning the services or vendor's performance regarding the same or similar services. The vendor also warrants that no judgments or awards have been made against the vendor on the basis of the vendor's performance in providing same or similar services, unless such fact is disclosed to the WDC in the proposal. Disclosure will not automatically disqualify the vendor. The WDC reserves the right to evaluate proposals on the basis of the facts surrounding such litigation or arbitration.

11.0 DEBRIEFINGS

Debriefings may be requested by a respondent on a pre award and post-award basis are allowed. The pre-award debriefing is exclusively for respondents who were excluded from competition before the award. The post-award debriefing may be requested by any respondent within three days of the contract award. To the maximum extent possible, the debriefing should occur within five business days after receipt of the written request. Debriefings will be conducted by the Chair of the Finance Committee at the designated time and place.

At a minimum, the debriefing should include the following:

- The organization's evaluation of the significant weaknesses or deficiencies in the proposal.
- The overall evaluation and technical rating of the successful respondent and the debriefed respondent, and past performance information on the debriefed respondent.
- The overall ranking of all respondents, when any ranking was developed by the organization during the source selection.
- A summary of the rationale for the award.
- Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations and other applicable authorities were followed.
- The debriefing shall not include a point by point comparison of the debriefed respondent's proposal with those of other respondents.

An official summary of the debriefing shall be included in the contract file. Both parties agree to treat the conversations in the debriefing as confidential and privileged and may not use the conversations for any other purpose unless both parties explicitly agree to do so.

12.0 PROTESTS

Protests shall be concise and logically presented to facilitate expeditious review. Failure to substantially comply with any of the requirements in paragraph 2 shall be grounds for dismissal of the protest.

Protests must be in writing and shall include the following information:

- a. Name, address and fax and telephone numbers of the protester.
- b. Solicitation or contract number.
- c. Detailed statement of the legal and factual grounds for the protest, to include a description of the resulting prejudice to the protester.
- d. Copies of relevant documents.
- e. Request for ruling by the WDC.
- f. Statement as to the form of relief requested.
- g. All information establishing that the protester is an interested party for the purpose of filing a protest.
- h. All information establishing the timeliness of the protest.

All protests filed directly with the WDC will be addressed to Richard Ricketts, the official designated to receive protests.

Protests shall be filed no later than ten days after the award of the contract or five days following a debriefing date offered to the protestor, whichever is later.

Upon receipt of a protest within ten days of the contract award, or within 5 days of after a debriefing date offered to the protester under a timely debriefing request, the contracting officer shall suspend performance, pending resolution of the protest within the organization, including any review of an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interests of the organization. Such justification or determination shall be approved by the President of the WDC.

All parties agree to the JAMS Streamlined Arbitration Rules (effective January 2007) to govern the protest process, with the following exceptions:

- a. Upon receipt of the formal written protest, WDC staff will coordinate with the Seattle office of JAMS to determine appropriate time for the protest presentation. The location will be the JAMS Dispute Resolution Center at 600 University Street, Suite 1910, Seattle, WA 98101.
- b. Each protestor shall be provided a reasonable opportunity to present an oral argument in defense of their protest, consisting of up to 45 minutes.
- c. At all times, all parties will cooperate fully with JAMS staff to ensure the efficient administration of the protest process. Failure to participate will result in dismissal of the protest.
- d. WDC will pay all fees and costs associated with the protest process, but reserves right to seek recoupment of fees should the reviewer determine that an award of costs is justified and appropriate. Should such an award be made, protestor will have 15 days to reimburse WDC costs incurred with this protest.

- e. The WDC has selected the Honorable Judge Terry Lukens (ret.) to hear all protests. Judge Lukens is well qualified to hear any protest and is completely independent from the WDC.

Protest decisions shall be well-reasoned and explain the determination. At a minimum, the decision shall include a:

- a. Description of the claim or dispute;
- b. Reference to the pertinent legal basis for the decision;
- c. Statement of the factual areas of agreement and disagreement; and a
- d. Statement of the determination, with supporting rationale.

The protest decision shall be provided to the protestor using a method that provides evidence of receipt. Additionally, Judge Lukens will present his decision at the Board Meeting on November 20, 2007.

BASIC TERMS AND CONDITIONS

BETWEEN

WORKFORCE DEVELOPMENT COUNCIL SNOHOMISH COUNTY

AND

<Contractor>

-
1. Scope of Service to be Performed by Contractor. The purpose of this contract and scope of services are as defined in Exhibit A attached hereto and by this reference made a part of this agreement.
 2. Time of Performance. The Contractor is to commence work July 1, 2007 and complete the work required by this contract no later than June 30, 2008.
 3. Direction and Control. Contractor agrees that Contractor will perform the services under this agreement as an independent contractor and not as an agent, or employee, of the Snohomish County Workforce Development Council. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the Snohomish County Workforce Development Council. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this agreement. The Snohomish County Workforce Development Council shall only have the right to insure performance.
 4. Compensation.
 - a. The Snohomish County Workforce Development Council will pay the Contractor for services provided hereunder as follows: (See Schedule A, attached hereto and by this reference made a part of this agreement.)
 - b. Upon completion of the work, the Contractor will submit properly executed invoices indicating hours expended and charges made.

<Contract Number>

Professional Services Contract

<Contractor>

July 1, 2007-June 30, 2008

Basic Terms and Conditions

- c. The Contractor shall be paid only for actual time and associated charges based on the Contractor's hourly rate.
5. Ownership. Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the WDC. The WDC 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, the Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the WDC effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, websites, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under this Agreement, but that incorporate preexisting materials not produced under this Agreement, Contractor hereby grants to the WDC 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 the WDC.

The Contractor shall exert all reasonable effort to advise the WDC, at the time of delivery of data furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The WDC shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data

delivered under this Agreement. The WDC shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

6. Changes. No changes or additions shall be made in this contract except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this agreement.
7. Council Review/Approval. Upon submittal of any report or other information required by the scope of services to be performed, the Snohomish County Workforce Development Council may, following review, accept such work or reject it, or request such modification or additions as it deems appropriate. Payment for such work will not be made until the work is accepted by the Council.
8. Access to Books/Records. The Snohomish County Workforce Development Council may, at reasonable times, inspect the books and records of the Contractor relating to performance of this agreement. The Office of the State Auditor, federal auditors, the awarding agency and the Comptroller General of the United States, any of their authorized representatives, or any persons duly authorized by the Department shall have full access to and the right to examine and copy any or all books, records, documents and other material regardless of form or type which are pertinent to the performance of this Grant Agreement, or reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Department shall have the right of access at all reasonable times in order to examine and inspect any site where any phase of the program is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Grantee if such sites or the activities performed thereon have any relationship to the program covered by this Grant Agreement. 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 the Agency. The Contractor shall keep all records required by this contract for three years after termination of this contract for audit

purposes, and shall also retain records in accordance as specified in 29 CFR 97.42. In addition, the Contractor shall:

- a. Retain all financial, statistical, property and participant records, and support documentation for a period of three years following the date on which the expenditure report containing the final expenditures charged to a program year's allotment or a grant is submitted to the Employment and Training Administration (ETA).
 - b. Retain records for non-expendable property for a period of three years after final disposition of the property.
 - c. 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.
 - d. Records regarding discrimination complaints and actions taken there under are confidential, and shall be maintained for a period of not less than three years from the final date of resolution of the complaint.
9. Hold Harmless. The Contractor shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including any of its employees, arising out of the performance of this contract, except that caused by negligence and/or willful misconduct solely of the Snohomish County Workforce Development Council and its employees acting within the scope of their employment. The Contractor shall hold harmless from and indemnify the Snohomish County Workforce Development Council, its officers, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this contract or any act, error or omission of

the Contractor, Contractor's employees, agents or subcontractors, whether by negligence or otherwise.

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

10. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this contract.

11. Nondiscrimination and Equal Opportunity. The Contractor 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 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 Council-financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis or race, color, and 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 Contractor 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 Contractor's operation of the Council-financially assisted programs or activity, and to all agreements the Contractor makes to carry out the Council-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

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

13. Termination. In the event the WDC determines the Contractor has failed to comply with the conditions of this Agreement and any Agreement referencing this Agreement in a timely manner, the WDC has the right to suspend or terminate this Agreement and any Agreement referencing this Agreement. Before suspending or terminating, this Agreement and any Agreement referencing this Agreement, the WDC shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, this Agreement and any Agreement referencing this Agreement may be terminated or suspended. In the event of termination or suspension, this Agreement or any Agreement referencing this Agreement shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement(s) and the replacement or cover Agreement(s) and all administrative costs directly related to the replacement Agreement(s), e.g., cost of the competitive bidding, mailing, advertising, and staff time.

The WDC reserves the right to suspend all or part of this Agreement and any Agreement referencing this Agreement, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the WDC to

terminate this Agreement or any Agreement referencing this Agreement. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the WDC provided in this Agreement and any Agreement referencing this Agreement are not exclusive and are addition to any other rights and remedies provided by law.

The WDC reserves the right to immediately suspend all, or part of, this Agreement and any Agreement referencing this Agreement, and to withhold further payments, or to prohibit the Contractor from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the Contractor under this Agreement or any Agreement referencing this Agreement.

Termination for Funding Reasons

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

Termination for Convenience

Except as otherwise provided in this Agreement, the WDC may, by ten (10) days' written notice, beginning on the second day after mailing, terminate this Agreement and any Agreement referencing this Agreement, in whole or in part. If this Agreement and/or any Agreement referencing this Agreement is so terminated, the WDC shall be liable only for payment required under the terms of this Agreement and any Agreement referencing this Agreement for services rendered or goods delivered prior to the effective date of termination.

Upon termination of this Agreement and/or any Agreement referencing this Agreement, the WDC, in addition to any other rights provided in this Agreement and any Agreement referencing this Agreement, may require the Contractor to deliver to the WDC 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.

The WDC shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the WDC and the amount agreed upon by the Contractor and the WDC 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 the WDC; and (4) the protection and preservation of property, unless the termination is for default, in which case the WDC shall determine the extent of liability of the WDC. Failure to agree with such determination shall be a dispute within the meaning of the DISPUTES clause of this Agreement. The WDC may withhold from any amounts due to the Contractor such sum as the WDC determines to be necessary to protect the WDC against potential loss or liability.

The rights and remedies of the WDC 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 the WDC, the Contractor shall:

- a. Stop work under this Agreement and any Agreement referencing this Agreement on the date, and to the extent specified, in the notice;
- b. 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;
- c. Assign to the WDC, in the manner, at the times, and to the extent directed by the WDC, all of the rights, title, and interest of the Contractor under the orders and subcontracts so

terminated, in which case the WDC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the WDC to the extent the WDC may require, which approval or ratification shall be final for all purposes of this clause;
- e. Transfer title to the WDC and deliver in the manner, at the times, and to the extent directed by the WDC any property which, if the Agreement and any Agreement referencing this Agreement had been completed, would have been required to be furnished to the WDC;
- f. Complete performance of such part of the work as shall not have been terminated by the WDC; and
- g. Take such action as may be necessary, or as the WDC 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 the WDC has or may acquire an interest.

14. Treatment of Assets. Title to all property furnished by the WDC shall remain in the WDC. 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 vest in the WDC upon delivery of such property by the Contractor. The title shall only pass to the Contractor if the WDC specifically agrees to grant title in this Agreement or any Agreement referencing this Agreement for asset(s) purchased.

- a. Any property of the WDC furnished to the Contractor shall, unless otherwise provided herein, or approved by the President of the WDC in writing, be used only for the performance of this Agreement or any Agreement referencing this Agreement.
- b. Property will be returned to the WDC 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 the WDC 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.
- c. If any WDC property is damaged or destroyed, the Contractor shall notify the WDC and shall take all reasonable steps to protect that property from further damage.
 - d. The Contractor shall surrender to the WDC all property of the WDC upon completion, termination or cancellation of this Agreement or any Agreement referencing this Agreement.
 - e. All reference to the Contractor under this clause shall include any employees, agents or Subcontractors.
15. Non-assignment. The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by this Agreement without the prior express written consent of the Snohomish County Workforce Development Council.
16. Disputes. Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in a mediation in good faith. The mediator shall be chosen by agreement 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 Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration.
17. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.
18. Governing Law and Stipulation of Venue. This agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County, Washington.

19. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

**WORKFORCE DEVELOPMENT
COUNCIL SNOHOMISH COUNTY:**

CONTRACTOR:

President

(Name/Title)

<Contract Number>
Professional Services Contract
<Contractor>
July 1, 2007-June 30, 2008
Basic Terms and Conditions