

Services Contract



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

THIS CONTRACT # 6009104 ("Contract") is entered into by **KING COUNTY**, Washington,, (the "County"), and Seattle Central College (the "Contractor"), whose address is 1701 Broadway Ave. Seattle, WA 98122. The County is undertaking certain activities related to, Priority Hire and construction pre-apprenticeship training and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

NOW, THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - ☒ Scope of Work Exhibit A
 - ☒ Investment Plan, Terms of Payment and Reporting Requirements Exhibit B
 - ☒ Invoice Template Exhibit C
 - ☒ Reports Template Exhibit D
 - ☒ King County Priority Hire Zip Codes Exhibit E
3. Request for Proposal (as modified by any addenda)
 - ☒ Construction Worker Training and Retention Services Exhibit F
4. Contractor's Proposal
 - ☒ Seattle Vocational Institute Pre-Apprentice Construction Training (SVI PACT) Proposal Incorporated by Reference

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on December 31, 2019, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed \$196,615.

SEATTLE CENTRAL COLLEGE - PACT

Authorized Signature
KRESNA RICHARDSON-DANIELS
PROGRAM AND TRAINING DIRECTOR

Name and Title (Print or Type)

Date Accepted: April 24, 2018

KING COUNTY

Authorized Signature

Ken Guy, Finance Director

Name and Title (Print or Type)

Date Accepted: 4-25-18

Approved as to form only:

King County Prosecuting Attorney

TERMS AND CONDITIONS

SECTION 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED -	A written determination by the County that the Contractor has completed the Work in accordance with the Contract.
CONTRACT AMENDMENT -	A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.
CONTRACTOR -	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.
DAY -	Calendar day.
KCC -	The King County Code.
MEASURABLE AMOUNT OF WORK -	A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one week period.
PERSON -	Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
PROJECT MANAGER -	The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.
RCW -	The Revised Code of Washington.
SCOPE OF WORK (SOW) -	An exhibit to the Contract consisting of a written description of the Work to be performed.
SUBCONTRACTOR -	The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.
WORK -	Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.

SECTION 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 – Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.5 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its

sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.6 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.7 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.7, Contract Amendment.

2.8 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.9 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	CONTRACTOR
Samantha Kealoha	Krishna Richardson-Daniels
King County, Finance and Business Operations Division	Seattle Central College
M/S: CNK-ES-0350	1701 Broadway Ave.
Seattle, WA 98104	Seattle, WA 98122
206-263-5856	206-934-4963
skealoha@kingcounty.gov	Krishna.richardson1@seattlecollege.edu

2.10 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

The Contractor certifies that it is self-insured for its premises liability, automobile liability, and workers' compensation exposures in the State of Washington and it will pay any losses for which it is found to be liable.

SECTION 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.
- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
 - 1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 - 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 - 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.
- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
 - 1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or

within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.

2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
 3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.
- D. King County Consultant Disclosure - In accordance with King County Code 3.04.120, as a condition of award of a professional or technical services contract valued at \$50,000 or more, the Consultant agrees that, unless otherwise specified, any information required to be disclosed below shall cover the period twenty four months before and including the date of filing the sworn statement.
1. No County employee or any member of the County employee's immediate family holds an office or directorship in the Consultant;
 2. No County employee or any member of the County employee's immediate family has a financial interest in the Consultant as identified below:
 - a. Ownership of over five percent of the stock or other form of interest in the Consultant; and
 - b. Receipt of any compensation, gift or thing of value from the Consultant;
 3. No officer or director of the Consultant has had a position on any County board or commission, whether salaried or unsalaried, in the five years immediately preceding the present Contract.
 4. Absent authorization for alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Consultant to administrative sanctions and remedies for breach.
 5. Any other information known to the Consultant about any interest or relationship whatsoever between any County employee, including any member of his or her immediate family, and the Consultant, other than what is designated above.
 6. Alternative Compliance. If a Consultant is seeking authorization from King County for alternative compliance with the requirements of the King County Consultant Disclosure, the Consultant must complete and return a King County Consultant Disclosure Form to King County. The Consultant Disclosure Form can be found at: <http://www.kingcounty.gov/~media/depts/executive-services/risk-management/documents/financial-disclosure-consultant.ashx?la=en>
 7. All contracts between the Consultant and the County in the five years immediately preceding the presently contemplated contract, including the amount of money paid by the County to the consultant, is maintained by Procurement & Payables.

SECTION 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever

action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

SECTION 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

Any patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Contractor agrees that the ownership of any plans, drawing, designs, Scope of Work, computer programs, technical reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Contractor pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page (or in such case of maps, in the name block), as may be requested by the County. The Contractor shall also place its endorsement on all Contractor-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Contractor shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

SECTION 7 NONDISCRIMINATION AND PAYMENT OF A LIVING WAGE

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance.

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy

It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms

Direct inquiries on how to apply for SCS certification, or to obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions

The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
 2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
 3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.
- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).
- Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.
- The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.
- The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.
- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

7.2 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

SECTION 8 CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

SECTION 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, ,or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.10. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.10 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to [Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
 - a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;
 - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and

- c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

10.5 No Third Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third parties.

10.6 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.7 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

End of Terms and Conditions

EXHIBIT A Scope of Work

I. WORK STATEMENT

Seattle Central College hereinafter referred to as the “Contractor” shall assist individuals into a construction trades career pathway by providing outreach, recruitment and enrollment services, pre-apprenticeship training and graduation, placement, and retention services as described hereinafter. The total amount of reimbursement pursuant to this Exhibit shall not exceed **One Hundred Ninety-Six Thousand Six Hundred and Fifteen Dollars and No Cents (\$196,615)** in King County funding during the period of April 1, 2018 - December 31, 2019 with a final report due six months after the duration of the program contract.

II. PROGRAM DESCRIPTION

A. Goals

Increase the number of women, people of color, and those from economically distressed areas that enter and retain careers in construction apprenticeships or construction employment.

B. Eligibility

Individuals who pass the pre-screening (UA test), complete and pass the CASAS exam, successfully apply for workforce funding, and register for enrollment in the Pre-Apprenticeship Construction Training (PACT) program.

C. Definitions

1. Apprenticeship Placement: Individuals that meet one of the following criteria and were placed by the program into a Washington State Apprenticeship and Training Council (WSATC)-registered construction apprenticeship program:

- Graduated from the Consultant’s pre-apprenticeship program.

Pre-apprenticeship training program graduates and individuals placed through career navigations services shall be counted separately.

2. Community Workforce Agreement: The community workforce agreement (CWA) is a legally binding agreement that is carried out between the City and Seattle-King County Building and Construction Trades Council on Priority Hire construction projects. The CWA prioritizes the hiring of workers from economically distressed ZIP codes, women, people of color and pre-apprenticeship graduates, and sets terms and conditions of employment.
3. Construction Employment Placement: Individuals that meet one of the following criteria and were placed into non-apprenticeship construction employment:

- Graduated from the Consultant's pre-apprenticeship program.
 - Pre-apprenticeship training program graduates and individuals placed through career navigations services shall be counted separately. Individuals that are placed into construction employment and then move to apprenticeship shall only count once in total placements (i.e. they will be removed from the number of construction employment placements and added to apprenticeship placements).
4. Graduation Rate: Graduation rates shall be calculated by the number of students that complete a cohort divided by the number of students that start that same cohort. For proposal submittals, calculate data from a minimum of January 2015 through present.
 5. Placement Rate: Placements shall be calculated by the number of graduates that are placed into construction from a cohort, divided by the number of students that graduated that same cohort. Students that move from construction employment to apprenticeship shall only be counted once.
 6. Priority Hire Workers: Individuals living in economically distressed ZIP codes (see Exhibit E: King County Priority Hire Zip Codes).
 7. Retention Rate:
 - Pre-Apprentice programs: Retention shall be calculated by the number of graduates who are active in apprenticeship or working in construction within twelve months of placement divided by the total number of placed graduates.
 - Apprenticeship programs: Retention shall be calculated by the number of graduates who are active in apprenticeship within twelve months after receiving retention services divided by the total number of apprentices served with these resources.
 8. Underrepresented Workers: Workers who meet any of the following criteria: individuals living in economically distressed ZIP codes, African Americans, other people of color, women, youth, those transitioning from the justice system, and immigrants and refugees.
 9. Pre-apprenticeship Training: Recognized by the Washington State Apprenticeship and Training Council and designed to prepare trainees to enter registered apprenticeship programs.
 10. Apprenticeship programs: A certified Washington State Apprenticeship and Training Council program that leads to an industry-recognized credential or certificate. May include advanced training and apprenticeship.

D. Program Requirements

Outreach, Recruitment and Enrollment

1. The Contractor, in partnership with Seattle Goodwill, hereinafter referred to as the “Subcontractor” shall provide outreach and recruitment services to enroll individuals in the Contractor’s Pre-Apprenticeship Construction Training (PACT).
2. The Subcontractor shall also provide intake, assessment and interview services in the form of “screening” to individuals identified as interested in a construction career pathway. The screening process will identify eligible individuals for the program and barriers for individuals entering and being retained in the construction industry, and connect those individuals to resources to ease or remove barriers.
3. The Subcontractor will refer identified individuals for enrollment in PACT pre-apprenticeship training.
4. The Contractor will provide a 4 - hour program orientation to all individuals referred from the Sub-Contractor. The program orientation will include the following elements:
 - a. Guest Speakers from the Seattle-King County Building Trades and/or apprenticeship programs
 - b. Readiness Workshop:
 - i. Agility and Fitness assessment
 - ii. Behavioral assessment
 - iii. Construction industry readiness assessment

The Contractor will enroll those individuals who successfully pass the assessments given during the program orientation/readiness workshop.

Tuition

The Contractor shall recruit and enroll 36 individuals into 2 County funded the PACT pre-apprenticeship training cohorts and will receive performance based payments based on enrollment.

Industry Credential Attainment

The Contractor shall provide training to 31 enrolled individuals that provides at least four industry related credentials in the following areas:

1. First Aid/CPR
2. Occupational Safety and Health Administration 10 (OSHA 10)
3. Washington State Flagger’s Certification
4. Forklift Operation & Certification

Training & Graduation

1. The Contractor shall recruit and enroll 36 individuals (students) into two County-funded PACT pre-apprenticeship training cohorts. The training shall be 11 weeks in length, meet the pre-apprenticeship standards of Washington State Apprenticeship and Training Council and help enrolled students develop employment skills, career navigation and math skills to meet the eligibility standards to successfully enter a construction trades apprenticeship.
2. Students enrolled in the program shall receive a total of 363 hours of training in the 10 courses listed below.

Course	Program Hours
Construction Trades Training	165
Applied Mathematics for Technicians	33
Tools and Material ID and Handling	33
Fitness and Nutrition	16.5
Construction Job Readiness	33
Blueprint Reading	33
Industrial First Aid/ CPR	8.25
OSHA 10 Certification	16.5
Washington State Flaggers Certification	8.25
Forklift Operation & Certification	16.5
Total Program Hours	363

3. Students enrolled in the program shall receive case management services, provided by the Subcontractor during training, to ensure that students are provided the support needed to successfully complete the training program.
4. The Contract shall provide case management to all students enrolled into training to help address barriers to success in training and/or employment.
5. The Contractor's case manager shall maintain participant files in accordance with the format approved by the County. All participant files shall consist of:
 - a. Application;
 - b. A release of information;
 - c. An Individual Service Plan;
 - d. Documentation of any attainments/outcomes; and
 - e. Detailed case notes for each participant from point of enrollment to exit that includes:
 - (1) Documentation of all contact with the participant, participant's family, participant's instructors, and participant's employers;
 - (2) Description of progress toward short and long term educational goals;

- (3) Description of personal barriers of each young person and efforts taken to address these barriers and the outcomes of these efforts;
 - (4) Description of any significant events that happen during enrollment;
 - (5) Career navigation services provided and record of apprenticeship applications
 - (6) At the time of exit, a summary of achievement and progress made during services.
 - f. Student Training/Performance record that includes the following:
 - (1) Attendance record
 - (2) Copies of certifications obtained
 - (3) Employment readiness
 - (4) Math
 - (5) Fitness
 - (6) Pre and post assessments
6. The Contractor shall ensure that 26 of the 36 students (70%) enrolled successfully graduate from the PACT pre-apprenticeship training. This is a required graduation rate of 70%.

Placement

1. The Contractor shall place 20 of the 26 (~75%) students that successfully graduate from the PACT pre-apprenticeship training into a Washington State Apprenticeship and Training Council (WSATC) recognized apprenticeship program or construction employment. Construction employment placements are students who enter a living-wage construction job without an Apprentice ID assigned by the Washington State Department of Labor and Industries.
2. Of the 20 placements, the Consultant shall strive to meet the minimum goal of 16 graduate placements (80%) being placed into a WSATC recognized apprenticeship program. The Contractor may place up to 4 graduate placements (20%) into construction employment.
3. A placed student shall only be counted once overall:

Placements into construction apprenticeship or employment shall not be duplicated in this contract. However, a placement into employment can move from construction employment to apprenticeship, keeping the total overall placement rate and numbers the same.

An individual who is placed, but not retained cannot be counted if they are placed a second time.

Retention

1. The Contractor shall retain at least 14 of the 20 graduates (70%) placed into construction apprenticeship or employment for a minimum of 12 months from date of placement.

2. The Contractor shall implement a mentorship program, in partnership with Urban League of Metropolitan Seattle.
3. The mentorship program will pair each placed student with an experienced construction journey level worker (mentor) for the first 12 months from date of placement into an apprenticeship and/or construction employment.
4. The Contractor will provide mentorship training to each selected mentor prior to pairing with placed students.
5. The Contractor will provide follow-up retention services to placed individuals on a monthly basis. The monthly retention services will include:
 - On-the-job check-ins
 - Support services
 - On-going communication
 - Case management
6. The Contractor shall establish quarterly meet-ups between placed students, mentors and Contractor staff.

Collaboration Efforts

1. The Contractor shall attend quarterly collaboration meetings with outreach, training and retention services providers that were funded by members of the Regional Public Owners group.
2. The Contractor shall meet with King County staff on a regular basis and at a mutually agreeable time and location.

Performance Measures

The Contractor shall achieve the following performance measures:

Performance Based Accountability Measures	# of Students
Enrollment	36
Support Services (Tuition)	36
Industry Credential Attainment	31
Training & Graduation	26
Placement	20
Retention	
@ 3 Months	14
@ 6 Months	14
@ 9 Months	7
@ 12 Months	7

EXHIBIT B

Investment Plan, Terms of Payment and Reporting Requirements

INVESTMENT PLAN:

Overall compensation to the Contractor is as follows:

Seattle Central College PACT Program Budget			
	# of Students	Cost per student	Total
Enrollment	36	\$1,000.00	\$36,000.00
Tuition	36	\$1,050.00	\$37,800.00
Industry Credential Attainment	31	\$500.00	\$15,500.00
Training & Graduation	26	\$1,800.00	\$46,800.00
Placement	20	\$1,360.00	\$27,200.00
Retention			
@ 3 Months	14	\$300.00	\$4,200.00
@ 6 Months	14	\$300.00	\$4,200.00
@ 9 Months	7	\$300.00	\$2,100.00
@ 12 Months	7	\$300.00	\$2,100.00
Subtotal			\$175,900.00
Administration Overhead (15%)			\$20,715.00
Total Contract Amount			\$196,615.00

TERMS OF PAYMENT:

- A. **Performance Based Payment:** The Contractor will be paid a maximum of **One Hundred Ninety-Six Thousand Six Hundred Fifteen Dollars and No Cents (\$196,615)** for achieving performance based deliverables for this contract.
- B. The Contractor agrees that all work performed under this contract is uniquely funded by the County, such that the Contractor is not being paid by others for performing the same body of work.
- C. Services provided by the Contractor to clients under this contract will be unique among other outreach, recruitment, training and retention providers; therefore services shall not be duplicated for a client.
- D. The County reserves the right to re-allocate the budget among deliverables to best meet the goals and outcomes as specified in this contract.

- E. The Contractor shall maintain fiscal records, which clearly identify all expenditures related to this contract.
- F. The Contractor shall also ensure and document that any indirect costs charged to this contract are based on the proportionate amount of indirect cost allowed at 15%.
- G. The final invoice for this contract must be received no later than January 25, 2020.
- H. Invoices shall be submitted to:

Samantha Kealoha
King County, Finance and Business Operations Division
M/S: CNK-ES-0350
Seattle, WA 98104
Skealoha@kingcounty.gov

REPORTING REQUIREMENTS:

- A. The Contractor shall submit all required reports (Exhibit D) and participant level data reports by the 25th of the month following the end of the quarter in which a County funded cohort has concluded.
- B. The report must detail the Contractors progress towards meeting/exceeding the program requirements listed in Exhibit A, Scope of Work.
- C. Participant level data must include demographics of participants, zip codes and other pertinent information that will highlight the success and challenges of students in County funded pre-apprenticeship training cohorts. Reporting of participant level data will be determined by King County and a template will be provided.
- D. If the Contractor fails to submit any of the reporting requirements as stated in Exhibit D, Reports Template, the current invoice and future invoices shall not be paid until the Contractor submits all required paperwork.
- E. King County shall request any data that it finds necessary to demonstrate the effectiveness of services provided, performance measures and objectives.
- F. The work is subject to County review and approval. The Contractor shall confer with the County periodically, and prepare and present information and materials requested by the County to determine the adequacy of the Contractor's Scope of Work progress.
- G. The County will provide technical assistance for quality control and monitoring of this contract.

EXHIBIT C Invoice Template

King County
Department of Executive Services

INVOICE PAYMENT FORM

Instructions: Complete grey cells only. All other cells will autofill. Print, sign, and email back to FBOD BDCC when completed.

Provider's Name:	Seattle Central College				Today's Date:		
Provider's Address:	1701 Broadway Ave. Seattle, WA 98122				3/30/2018		
Provider's Phone No.:	206-934-4963				Agency Invoice No. (Optional):		
Contract Number:	6009104						
Contract Period:	04/01/2018 - 12/31/2019				Invoice Month (Auto-Fill)		
Maximum Amount:	\$196,615.00				Dec-19		
Deliverable/Task	Unit Cost	Maximum Contract Amount	% Completed	Less Previous	Earned This Period	Earned to Date	Balance
Enrollment	\$ 1,000.00	\$36,000.00	0.0%	\$0.00	\$0.00	\$0.00	\$36,000.00
Tuition	\$ 1,050.00	\$37,800.00	0.0%	\$0.00	\$0.00	\$0.00	\$37,800.00
Industry Credential	\$ 500.00	\$15,500.00	0.0%	\$0.00	\$0.00	\$0.00	\$15,500.00
Training & Graduation	\$ 1,800.00	\$46,800.00	0.0%	\$0.00	\$0.00	\$0.00	\$46,800.00
Placement	\$ 1,360.00	\$27,200.00	0.0%	\$0.00	\$0.00	\$0.00	\$27,200.00
Retention at 3 Months	\$ 300.00	\$4,200.00	0.0%	\$0.00	\$0.00	\$0.00	\$4,200.00
Retention at 6 Months	\$ 300.00	\$4,200.00	0.0%	\$0.00	\$0.00	\$0.00	\$4,200.00
Retention at 9 Months	\$ 300.00	\$2,100.00	0.0%	\$0.00	\$0.00	\$0.00	\$2,100.00
Retention at 12 Months	\$ 300.00	\$2,100.00	0.0%	\$0.00	\$0.00	\$0.00	\$2,100.00
Performance Targets Subtotal		\$175,900.00	0.0%	\$0.00	\$0.00	\$0.00	\$175,900.00
Administration Overhead	15%	\$20,715.00	0.0%	\$0.00	\$0.00	\$0.00	\$20,715.00
Grand Total		\$196,615.00	0.0%	\$0.00	\$0.00	\$0.00	\$196,615.00
INVOICE CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury, that this invoice represents eligible expenses incurred by the Agency to provide the services rendered or the labor performed in full compliance with the Agreement in the amounts stated. I also certify that I am authorized to authenticate and certify to said claim.							
Name (please print or type)		Signature of Authorized Representative				Date	
Please email signed invoices to: Samantha Kealoha (skealoha@kingcounty.gov)							

EXHIBIT D
Reports Template

Seattle Central College PACT Program Report

King County
Department of Executive Services

Narrative Summary for Cohort X

(This section should include an activity summary for the funded cohort and cumulative. What were the success and challenges this month?)

Please provide a summary of your activities to date to which King County funding has contributed.

Enrollment:

Please provide a summary on outreach events, recruitment activity, orientations and partnership building to date that took place to meet enrollment deliverables. Please include any information on services provided by your subcontractor

Industry Credentials:

Please provide a summary on the number of individuals that have received industry credentials and what types of credentials were earned.

Training and Graduation:

Please provide a summary of training activities, such as math, shop, apprenticeship visits, job site visits and any other information related to training. Please also provide information on number of graduates.

Placement/Construction Employment

There were x apprenticeship placements and x construction employment placements to date under this contract. Below is the breakdown by trade.

Retention

Please provide a summary of retention services to date that contributed to meeting retention targets.

Success Stories

Please provide at least 3 success stories.

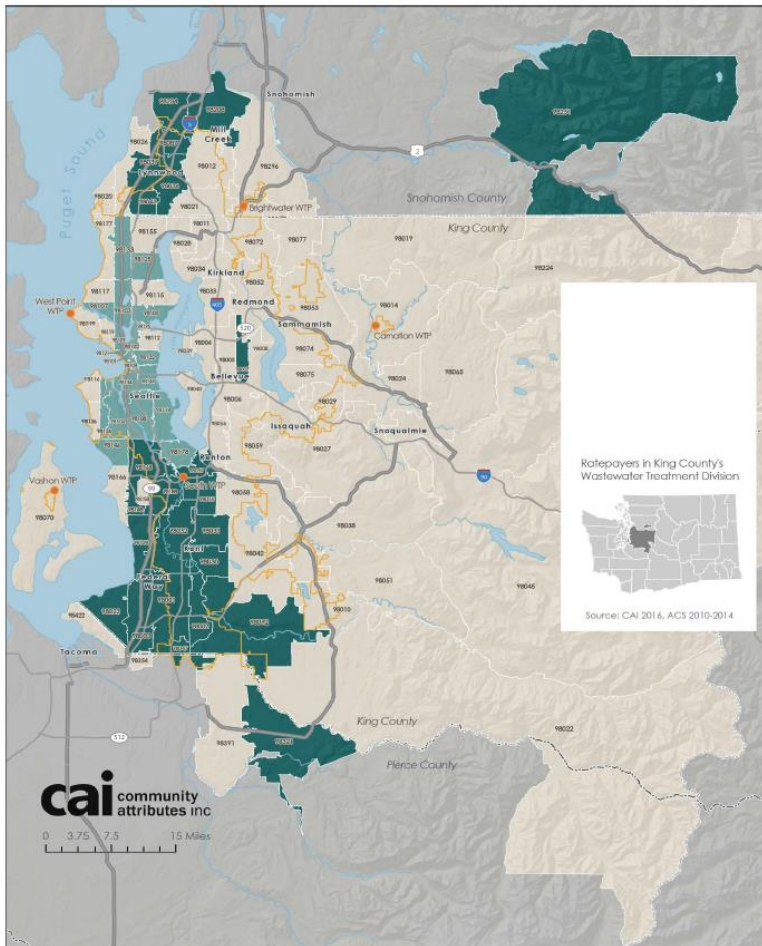
Seattle Central College PACT Training Report - Cohort 1					
	PH ZIP Codes	Women	People of Color	Others	Total
Number of students enrolled in training					
Number of students receiving at least 4 industry credentials					
Number of graduates from training					
Number of graduates placed into apprenticeship or construction employment					
Number of graduates retained in apprenticeship or construction employment					
Apprentice Placement & Retention Data					
	# Placed		# Retained		% Retained
3 Months					#DIV/0!
6 Months					#DIV/0!
9 Months					#DIV/0!
12 Months					#DIV/0!
Construction Employment Placement & Retention Data					
	# Placed		# Retained		% Retained
3 Months					#DIV/0!
6 Months					#DIV/0!
9 Months					#DIV/0!
12 Months					#DIV/0!
Seattle Central College PACT Training Report - Cohort 2					
	PH ZIP Codes	Women	People of Color	Others	Total
Number of students enrolled in training					
Number of students receiving at least 4 industry credentials					
Number of graduates from training					
Number of graduates placed into apprenticeship or construction employment					
Number of graduates retained in apprenticeship or construction employment					
Apprentice Placement & Retention Data					
	# Placed		# Retained		% Retained
3 Months					#DIV/0!
6 Months					#DIV/0!
9 Months					#DIV/0!
12 Months					#DIV/0!
Construction Employment Placement & Retention Data					
	# Placed		# Retained		% Retained
3 Months					#DIV/0!
6 Months					#DIV/0!
9 Months					#DIV/0!
12 Months					#DIV/0!
Seattle Central College PACT Training Report - Cumulative					
	PH ZIP Codes	Women	People of Color	Others	Total
Number of students enrolled in training	0	0	0	0	0
Number of students receiving at least 4 industry credentials	0	0	0	0	0
Number of graduates from training	0	0	0	0	0
Number of graduates placed into apprenticeship or construction employment	0	0	0	0	0
Number of graduates retained in apprenticeship or construction employment	0	0	0	0	0
Apprentice Placement & Retention Data					
	# Placed		# Retained		% Retained
3 Months		0		0	#DIV/0!
6 Months		0		0	#DIV/0!
9 Months		0		0	#DIV/0!
12 Months		0		0	#DIV/0!
Construction Employment Placement & Retention Data					
	# Placed		# Retained		% Retained
3 Months		0		0	#DIV/0!
6 Months		0		0	#DIV/0!
9 Months		0		0	#DIV/0!
12 Months		0		0	#DIV/0!

EXHIBIT E

King County Priority Hire Zip Codes

PRIORITY ZIP CODES BY MAP

King, Pierce, and Snohomish Counties



ZIP Code	Neighborhood or City
98001	Auburn
98002	Auburn
98003	Federal Way
98007	Bellevue
98023	Federal Way
98030	Kent
98031	Kent
98032	Kent
98036	Lynnwood
98037	Lynnwood
98043	Mountlake Terrace
98047	Pacific
98055	Renton
98057	Renton
98087	Lynnwood
98092	Auburn
98101	Downtown
98102	Capitol Hill/Eastlake
98103	Green Lake
98104	Downtown/ID
98105	Laurelhurst/ University District
98106	Delridge
98107	Ballard
98108	S. Beacon Hill/South Park
98109	Queen Anne
98118	Rainier Valley/Rainier Beach
98121	Belltown
98122	Central District
98125	Lake City
98126	Delridge
98133	Bitter Lake
98134	Industrial District
98144	Mount Baker
98146	White Center
98148	Burien
98168	SeaTac/Tukwila
98178	Rainier Beach
98188	SeaTac/Tukwila
98198	Des Moines
98204	Everett
98208	Everett
98251	Gold Bar
98321	Buckley

Exhibit F
Request for Proposals: Construction Worker Training and Retention Services



City of Seattle, in partnership with the
Port of Seattle and King County

REQUEST FOR PROPOSALS

RFP-FAS-111517

Consultant Contract

Construction Worker Training & Retention Services

Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation release	November 15
Optional pre-submittal workshop Douglass-Truth Library	November 20 10:30 a.m. – 12:30 p.m.
Repeat optional pre-submittal workshop Rainier Beach Community Center	November 28 10:30 am – 12:30 pm
Deadline for questions	December 13 by 4:30 pm (PST)
Proposals due	December 21 by 4:30 pm (PST)
Anticipated date for announcement of interviews	January 3
Anticipated interview dates	January 9 & 10
Anticipated announcement of winning proposer(s)	January 12
Anticipated contract execution	January 30

The City reserves the right to modify this Procurement Schedule. Changes will be posted on the [City website](#) or as otherwise stated.

Procurement Contact Information

Procurement Contact:

Julianna Tesfu

RFP Coordinator

LaborEquity@seattle.gov, 206-684-4570

Delivery Address

It is important to use the correct address for the delivery method you chose.

Fed Ex & Hand Delivery – Physical Address	US Post Office – Mailing Address	Electronic Submittal – E-mail Address
City Purchasing and Contracting Services 700 Fifth Avenue, Suite 4112 Seattle, Washington, 98104	City Purchasing and Contracting Services Seattle Municipal Tower P.O. Box 94687 Seattle, Washington, 98124-4687	E-mail: LaborEquity@seattle.gov Subject line: FAS Construction Training Proposal

Unless authorized by the RFP Coordinator, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer's own risk. The City is not bound by such information.

1. Purpose and Background.

This RFP seeks proposals from providers of construction training and/or support services, to offer enhanced preparatory training, apprentice training or support that will increase the number of women, people of color, and those from economically distressed areas that enter and retain careers in construction.

Proposals may offer new programs, training slots or support services; continued support with existing training slots; or other proposals that will increase the likelihood of such individuals entering and retaining employment in construction apprenticeships or construction employment.

This RFP is hosted by the City of Seattle's Department of Finance and Administrative Services (FAS), City Purchasing and Contracting Services (CPCS). King County (County) and the Port of Seattle (Port) are joining this RFP as a multi-jurisdictional effort, and intend to enter into separate agency contracts. The budget that may be available is estimated to total as much as \$629,000 in 2018, \$579,000 in 2019 for a total of \$1,208,000. This RFP does not guarantee such funds. In addition, other local agencies may also choose to enter into a contract as a result of this RFP process.

Priority Hire Construction Training – potential available funding for resultant contracts

Agency	2018	2019	Bi-annual Est. Total
City of Seattle	\$380,000	\$380,000	\$760,000
Port of Seattle	\$199,000	\$199,000	\$398,000
King County	\$50,000	\$0	\$50,000
Total Estimated	\$629,000	\$579,000	\$1,208,000

Background

The City of Seattle, through the Mayor and the City Council, adopted an ordinance that established a Priority Hire program. This ordinance directed CPCS to execute a single Community Workforce Agreement (CWA) that prioritizes employment of construction workers from economically distressed ZIP codes (see Attachment 1) on City public works construction projects over \$5 million. The City ordinance also established goals to increase the share of hours performed by women and people of color on these projects. The CWA requires all contractors to use union dispatch procedures when hiring craft employees; in turn, unions dispatch workers out-of-order to prioritize workers living in economically distressed ZIP codes. In addition, the City of Seattle implemented Acceptable Work Site contract provisions to deter and address bullying, hazing and harassment on the jobsite that may cause workers to leave the industry.

Through August 2017, the City successfully increased the utilization of local, diverse workers on 12 City projects:

- Workers in economically distressed ZIP codes earned \$13 million in wages, which is \$6 million more than before Priority Hire.
- Apprentices of color worked 48% of all apprentice hours on CWA projects, compared to 32% on traditional past projects.
- African Americans worked nearly 9% of CWA project hours, compared to 4% in previous years.
- Women worked 11% of CWA project hours, compared to 5% in previous years.

King County is creating a similar program also called Priority Hire and has three CWAs with unions for pilot projects. A draft ordinance is under consideration by the County Executive and County Council. Port of Seattle Commissioners are also considering a resolution with similar priorities. The economically distressed ZIP codes under consideration by King County are shown in Attachment 2.

While Priority Hire aims to diversify and increase the construction workforce, more effort is needed to increase access and retention for underrepresented individuals. For example, the table below shows disparities in construction apprenticeship completions, i.e., journey-out rate, in King, Snohomish and Pierce counties.

Construction Apprentices Tri-County Annual Averages 2011-2015	Men	Women	White	People of Color	African American
Completion Rate	41%	32%	43%	33%	27%

Source: Washington State Department of Labor and Industries, 2016; Community Attributes, Inc., 2016.

Disparities based on race and gender are a national concern and are not confined to the construction industry. For example, in King County, Black/African Americans are more likely to be unemployed than their white counterparts (13.5% vs. 6.5% respectively), have lower median household income (\$38,778 vs. \$77,435) and less likely to have a bachelor's degree (21.5% vs. 49.5% for whites) (Sources: American Community Survey, US Census, King County 2010-2014 average; Public Health – Seattle & King County, Assessment, Policy Development & Evaluation, 2016).

2. Performance Schedule.

Contract term will be negotiated based on the proposer's scope of services, but with an anticipated term of two years, unless proposed services require less time.

3. Minimum Qualifications.

There are no minimum qualifications. See section 11.6 for license, recognition and registration requirements.

4. Scope of Work.

This RFP seeks proposals that will increase the training, employment and retention of women, people of color, and those from economically distressed ZIP codes (see Attachments 1 and 2) in the construction industry, particularly on City, Port or County construction projects. The City, County, Port or others may choose to execute contracts from proposals to this RFP. The individual agencies may evaluate proposals either jointly or separately and will contract separately.

Proposals should respond to one or both of the programmatic options below. The impact that the program will have on performance metrics to train, place and/or retain underrepresented workers, particularly on projects that are hosted by the agency funding the contract, is more important than the programmatic option selected. Funding decisions will be made based on the proposal evaluations, with the result that agencies may fund solely training activities, solely retention, or a combination of both.

Proposers are encouraged (but not required) to partner with an additional organization(s) and submit a collaborative proposal. Collaborative proposals must identify a “prime” that the public agency will enter into a contract with for services and subconsultants.

11. Pre-apprenticeship Construction Training

Proposers may suggest a program to train women, people of color, and/or those from economically distressed ZIP codes (see Attachments 1 and 2) and place them in a construction apprenticeship. Such proposals may offer new programs, support services, additional training slots or continued support with existing training slots, or other proposals to increase the likelihood of such individuals entering and/or being retained in construction apprenticeships or construction employment. Proposals that focus on pre-apprenticeship construction training should consider how they might:

- Recruit students and connect with consultants hired by the City (or County, Port or the other respective agencies that execute contracts from proposals to this RFP) to do community outreach or recruitment, to ensure they have an appropriately rigorous screening process for individuals that are most likely to be successful in achieving a career in the construction industry.
- Utilize industry-recognized curriculum that is culturally competent and customized to the needs of the targeted population to increase the retention and graduation rate of program participants. Industry-recognized curriculum includes training that meets the standards of Multi-Craft Core Curriculum (MC3) and any additional training standards approved by the Regional Pre-Apprenticeship Collaborative (see definitions on p. 21).
- Utilize or build relationships with local construction unions to effectively connect qualified pre-apprenticeship graduates to apprenticeship opportunities, and/or to refer pre-apprenticeship graduates who are at the journey-level to test-in processes and/or construction labor union dispatch.
- Provide or refer students to ongoing support services (e.g., direct distribution of personal protective equipment, bus passes, driver license recovery, childcare, boots, gas cards, GED preparation and financial debt management) to increase the graduation and placement rates for program participants.
- Enhance support to individuals with criminal history.
- Provide services that help retain individuals while in pre-apprenticeship and/or post-graduation (this can include those that were placed under previous City contracts).

11. Apprentice and Journey-level Retention Services

Proposers may alternatively suggest a program for other solutions that address barriers to entry and increase graduation and retention in apprenticeship, such as stand-alone services, apprentice support or training, and/or journey-level assistance that address retention barriers. This focus would be on women, people of color, and/or those from economically distressed ZIP codes (as defined by the City, County, Port or contracting agency) in apprenticeship or journey status. Some examples include:

- Support services (e.g., driver license recovery, childcare, English language learner classes, mental health services, financial debt management services, chemical dependency support, mentorship, transportation assistance, affinity groups) that are most likely to increase the retention rates for apprentices and journey-level workers.
- Services to increase awareness about institutional racism with a focus on strategies that will have a tangible increase in priority worker apprentice and journey-level retention. The City anticipates a separate fund will be available in 2018 to address training needs on City projects, so services offered under this RFP should focus on interventions outside of public agency projects.

Proposers are encouraged to provide proposals that provide retention services for 12 months or more post placement. Actual retention timelines will be negotiated in contract.

5. Reporting.

Proposers selected to contract will:

- Attend a quarterly partnership meeting with other Priority Hire training and outreach providers.
- Submit monthly reports to CPCS for all City-issued contracts, and to the County or the Port, as specified in a separate agreement entered into with these agencies.

PRE-APPRENTICESHIP CONSTRUCTION TRAINING METRIC REPORT – *See definitions on p. 20-21*

The following metrics will include totals, as well as by economically distressed ZIP code, race and gender.

1. Number of individuals that enter pre-apprentice programs, monthly and cumulatively.
2. Number of individuals who terminate and the reason for the termination (*on a quarterly basis*).
3. Number and percentage of individuals that graduate.
4. Number of individuals placed into construction apprenticeships and/or employment.
5. Retention rates for pre-apprenticeship graduates that were placed into construction apprenticeship and employment.
6. Number of enrollments from Priority Hire outreach providers.

APPRENTICE AND JOURNEY-LEVEL RETENTION SERVICES METRIC REPORT – *See definitions on p. 20-21*

The following metrics will include totals, as well as by economically distressed ZIP code, race and gender.

1. Number of apprentices.
2. Number of apprentices who terminate and the reason for the termination.
3. Any additional metrics relating to the services proposed (e.g. number provided mentorship, number tutored with math skills, number of apprentices journeying out, etc.).
4. Retention rates for apprentices.
5. Retention rates for journey-level workers.
6. Identify the factors that lead to apprentice cancellation or journey-level drop-out and report on strategies

used to address these factors.

6. Contract Modifications.

The City has attached its boilerplate contract terms to allow Proposers to be familiar with the boilerplate (see section 11), and the non-negotiable terms before submitting a proposal. The City may negotiate with the highest ranked apparent successful Proposer(s). The City cannot modify contract provisions mandated by Federal, State or City law to: Equal Benefits, Audit (Review of Vendor Records), EEO, Confidentiality, and Debarment or mutual indemnification. Exceptions to those provisions will be summarily disregarded.

7. Proposal Support and Submittal.

This section details City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

CPCS will offer two pre-submittal workshops: **November 20, 2017, 10:30 a.m.-12:30 p.m. and November 28, 2017, 10:30 a.m.-12:00 p.m.** The workshops are repetitive and will include information on Priority Hire, guidelines on the training funds' objectives and a question and answer period related to the process. Proposers are highly encouraged to attend one workshop, but are not required.

7.1 Questions.

Questions regarding the RFP can be submitted to LaborEquity@seattle.gov or may be asked via phone at 206-684-4570. The RFP Coordinator will compile a question and answer document that will be posted online at www.seattle.gov/priorityhire. Answers will be posted on a weekly basis, or more frequently as needed. Questions may be submitted beginning **November 15, 2017, through December 13, 2017, at 4:30 p.m. (PST).**

7.2 Proposal Submittal.

Proposals must be received no later than **4:30 pm (PST), December 21, 2017**, except as revised by Addenda. All pages are to be numbered sequentially. Please type applications with 1.5 line spacing, size 11 font and one-inch margins on letter-sized (8.5 x 11 inch) paper. This is not a requirement, but a City preference. Limit your proposal to a total of **14** pages single sided or **7** pages double sided. Any pages that exceed the page limit will be excised from the document for purposes of evaluation. The submitter has full responsibility to ensure the response arrives within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

7.3 Hard Copy Submittal.

Proposers may hand deliver proposals in person to:

Attn: Labor Equity (Julianna Tesfu)

Seattle Municipal Tower: City Purchasing and Contracting Services, 700 5th Ave Suite 4112, Seattle, WA, 98104.

Proposers may mail proposals to:

Attn: Labor Equity (Julianna Tesfu)

City Purchasing and Contracting Services, P.O. Box 94687, Seattle, WA, 98124-4687.

Hard copy responses should be in a sealed envelope. If submittals are not properly addressed and marked, the proposer has risks of the response being misplaced and not properly delivered. Deliver stapled paper copies; do not use binders or folders. The City will not accept Fax and CD copies.

7.4 Electronic Submittal.

Proposers may submit proposals electronically. If doing so, please use the subject line: *FAS Construction Training and Retention Services Proposal* and email to LaborEquity@seattle.gov. Proposals must be in PDF

format with a preference for submittal in one e-mail. Any risks associated with an electronic submittal are borne by the Proposer. The City's e-mail system will typically allow documents up to 20 Megabytes.

8. Response Materials and Submittal.

Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.

Submittal Checklist:

1. Cover Sheet
2. Proof of Legal Business Name
3. Consultant Questionnaire
4. Proposal Response
5. Organization Chart
6. Staff Resume(s)
7. Past and Proposed Performance Table(s)
8. Budget Table

The Proposal Response is the only item from the list above that will count towards the page limit; no other item numbered above will be counted. Please exclude brochures or letters of support.

Organize your application according to the order of questions below.

1. Cover Sheet: Submit a cover sheet that contains the RFP number and the Proposer(s) name

11. Legal Name: Submit a certificate, copy of a web page or documentation from the Secretary of State in which you are incorporated that shows your company legal name. Many organizations use a "Doing Business As" name in daily business; the City requires the legal name for your organization. When preparing all forms below, use the proper company legal name. Your organization's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the state of Washington, see www.secstate.wa.gov/corps/.

11. Consultant Questionnaire: Complete and submit the Consultant Questionnaire even if you sent one in before.



Consultant
Questionnaire

11. Proposal Response: On a separate word document, complete the proposal response questions on the following page.

Proposal Response Questions

Section A

Agency Capacity and Organization

10 Points

1. Describe your organization, mission, and history and how they are relevant to Priority Hire.
2. If using subconsultants (often termed “partners”), provide the same for each.
3. Attach an organization chart showing the project manager, each individual who will be performing work on the contract including any that are subconsultants to you, and the proposed roles and responsibilities for each individual. Attach a resume for each individual.
4. If applicable, describe your past experience working with chosen subconsultants. This should emphasize your ability to work successfully together.

Section B

Agency Experience

Maximum 30 points

Use this section to explain the experience specifically related to the RFP

1. Describe your experience providing construction training and/or retention services to women, people of color and/or residents of economically distressed ZIP codes. Who is the primary population(s) you propose to serve? Include specific information on your organization’s experience providing culturally relevant services to communities of color, including specific experience serving African Americans.
2. Describe your relationships with local construction unions and contractors to place and/or retain qualified priority workers in registered apprenticeship.
3. Describe specific knowledge/and or experience working with previously incarcerated individuals, navigating on-going requirements for many of those individuals within the corrections system, and any relationships within the corrections system.
4. What is your experience with partnering with community stakeholder groups? What are the most important elements in developing and maintaining positive working relationships with community?
5. For pre-apprenticeship programs, complete and submit the past performance table below.



Pre-App Past
Performance.doc

6. For retention services programs, complete and submit the past performance table below.



Retention Past
Performance Templa

Section C
Agency Proposal &
Application

Maximum 30 points

Describe your proposal in detail.

1. Give an overview of your proposal.

For pre-apprenticeship programs, describe the training program and how it:

- Focuses on math for the trades.
- Provides shop instruction based on commercial construction.
- Uses the requirements of Multi-Craft Core Curriculum (MC3) or equivalent training curriculum.
- Provides physical fitness conditioning.

Include training objectives, entry requirements and criteria, activities, assessments, targeted vocational and occupational skills and credentials earned.

2. Describe industry or employer input in training or retention service design and their ongoing engagement.

3. Describe how you intend to place pre-apprenticeship graduates and/or retain pre-apprentices, apprentices and/or journey workers during construction training or employment.

- a. How will this approach benefit women, people of color and residents from economically distressed ZIP codes?
- b. Identify how your program is unique and offers a proven strategy.
- c. Include whether your program offers:
 - Sustainability and longevity for program staff, to strengthen relationships and experience.
 - Stipends or other economic support for students.
 - Chemical dependency support.
 - Housing services.
 - Trades coordinator role or partnership with City Job and Training Advisor to build relationships with unions and contractors.
 - Mentorship and/or case management services.
 - Relationships within the criminal justice system and assisting relevant students with navigating this system while also meeting your training requirements and the jobsite requirements.
 - Coordination with driver license services to help students become relicensed as needed.

4. For pre-apprenticeship programs, complete and submit the proposed outcomes table below.



Pre-App Proposed
Performance Template

5. For retention services program, complete and submit the proposed outcomes table below.



Retention
Proposed Template

6. Provide a work plan that identifies the major tasks and schedule and the individual who you propose to perform each task. This work plan should also be the basis for your cost proposal, with a strong and clear correlation with the tasks or major completed steps in your work plan to the payment you would seek.

Section E
Cultural
Competency

Maximum 15 points

11. Describe your organization's understanding and commitment to eliminating

institutional racism to increase access and retention in the construction industry (see definitions on p. 21).

11. Describe how you will ensure that the services will be culturally relevant,

sensitive and linguistically accessible for the individuals served, including efforts related to staffing, outreach and service design.

11. How does the diversity of your project staff and agency board reflect those of

the participants served and/or how your organization is working to broaden staff or board diversity and knowledge around cultural competency?

4. Describe how your organization will engage the community in program design and/or implementation.

Proposal Cost

Maximum 15 points

Submit a total anticipated cost to design, create, implement, and then to manage your proposal on an ongoing basis. Do not propose an administrative stipend. Payments will be based upon deliverables. You will be paid as the work is accomplished (i.e. milestones).

1. Please use the template provided below to describe your budget.



Budget
Template.doc

2. Identify current funders and funding amount your organization currently receives, include awards that are pending. How will current and proposed funding sources provide financial stability for your program?
3. The City, County and Port intend to assure that those who work on these initiatives are also paid livable wages. Please specify the hourly wages or annual salary for all project staff listed in your organizational chart.

9. Selection Process.

9.1 Initial Screening

The City will review proposals for responsibility and responsiveness, including completion of all required materials and documents and compliance with equal benefits. Proposals that meet these qualifications, based on an initial review, shall proceed to proposal evaluation.

9.2 Proposal Evaluation

The proposals will be evaluated using the scoring system below. Responses will be evaluated and ranked or scored. Each public agency may choose to evaluate separately and have results unique to their agency, or may choose to serve on a single selection team for scoring with combined results on behalf of all 3 agencies.

Agency Capacity and Organization	10
Agency Experience	30
Agency Proposal and Application	30
Cultural Competency	15
Proposal Cost	15
Total Points	100

9.3 Interviews

Each public agency may interview separately and have results unique to the selection of consultants for their agency alone, or may choose to serve on a single interview team for scoring with a combined result on behalf of all 3 agencies.

The interview team(s) may invite as many or as few proposers that are considered to be within a competitive range given the evaluation scores. Proposers are to bring the assigned project manager named in the Proposal, and as many other key staff named in the proposal as possible. The proposer shall not bring individuals who are not on the project team without advance authorization by the RFP Coordinator. Interviews should be anticipated for January 9 and 10, 2018. Interviews shall be ranked or scored and will be worth **20** points.

9.4 Selection

Each public agency will decide which proposals will receive an award from their respective agency. A top-ranked result for one agency may not be the top-ranked result for another, given the particular focus, priorities and interview findings of each.

Note that should one proposer receive top-ranking from more than one public agency, the proposer and the services will be assessed by each such agency to determine whether the capacity and need will merit a contract with each public agency or only one of those that ranked the proposer as the highest.

9.5 Contract Negotiations

The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City may negotiate terms of the base contract, which has been attached (see 11.32).

10. Award and Contract Execution.

The Procurement Contact will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

10.1 Instructions to the Apparently Successful Consultant(s).

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

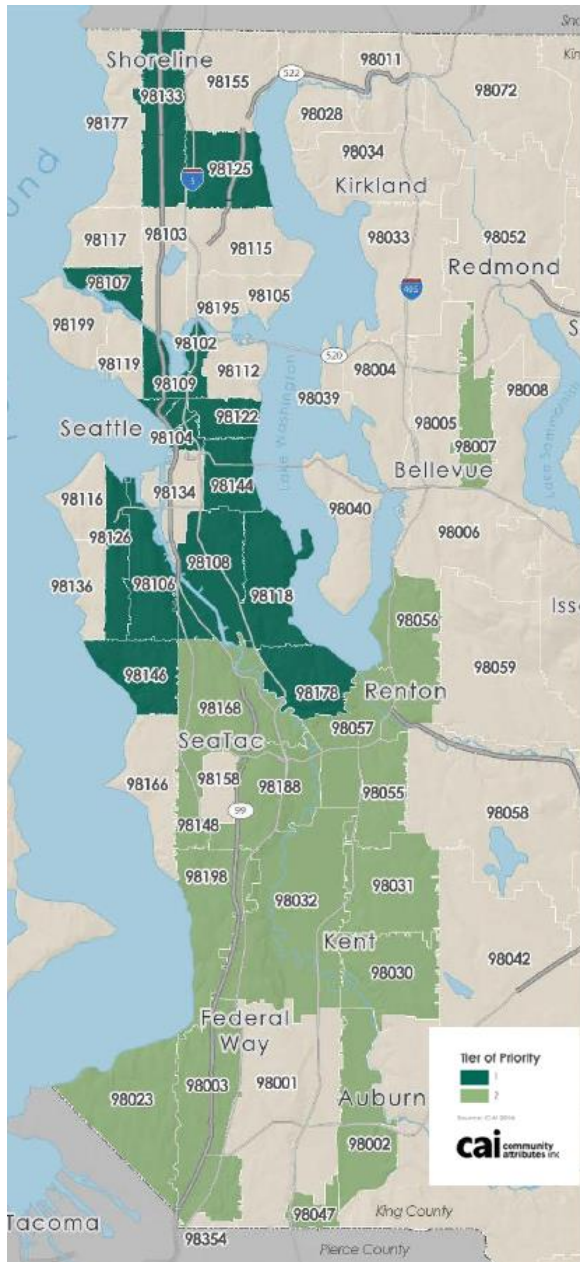
Attachments

Attachment 1 – Zip Codes for the City of Seattle government program

Economically distressed ZIP codes for the City of Seattle program are based on several indicators:

1. People living under 200% of the federal poverty line.
2. Unemployment rate.
3. Those over 25 without a college degree.

Priority Hire Economically Distressed ZIP Codes



Tier 1	Seattle Neighborhood	ZIP Code
Tier 1	Downtown	98101
Tier 1	Capitol Hill/Eastlake	98102
Tier 1	Downtown/ID	98104
Tier 1	Delridge	98106
Tier 1	Ballard	98107
Tier 1	S. Beacon Hill/South Park	98108
Tier 1	Interbay/Queen Anne	98109
Tier 1	Rainier Valley/Rainier Beach	98118
Tier 1	Belltown	98121
Tier 1	Central District	98122
Tier 1	Lake City/Northgate	98125
Tier 1	Delridge/High Point	98126
Tier 1	Bitter Lake/NW Seattle	98133
Tier 1	N. Beacon Hill	98144
Tier 1	White Center	98146
Tier 1	Rainier Beach/Skyway	98178
Tier 2	King County Neighborhood	ZIP Code
Tier 2	Kent/Auburn	98002
Tier 2	Federal Way	98003
Tier 2	Bellevue	98007
Tier 2	Federal Way	98023
Tier 2	East Kent	98030
Tier 2	Northeast Kent	98031
Tier 2	West Kent	98032
Tier 2	Pacific	98047
Tier 2	South Renton	98055
Tier 2	Northeast Renton	98056
Tier 2	Central Renton	98057
Tier 2	Burien	98148
Tier 2	Boulevard Park/Tukwila	98168
Tier 2	SeaTac/Tukwila	98188
Tier 2	Des Moines	98198

Source: Community Attributes, Inc., Priority ZIP Codes, 2016.
Updated January 2017

PRIORITY ZIP CODES BY MAP

King, Pierce, and Snohomish Counties



11. General Instructions and Requirements

11.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

11.2 Changes to the RFP/RFQ.

The City may make changes to this RFP/RFQ if, in the sole judgment of the City, the change will not compromise the City's objectives in this solicitation. Any change to this RFP/RFQ will be made by formal written addendum issued by the City and shall become part of this RFP/RFQ.

11.3 Receiving Addenda and/or Question and Answers.

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City. All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

11.4 Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP/RFQ deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

11.5 Prohibited Contacts.

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City department, the Proposer that initiates such contacts may be rejected from the process.

11.6 Registration, License and Business Tax Requirements.

Consultants performing pre-apprenticeship training must be recognized by the Washington State Apprenticeship & Training Council or in process of obtaining recognition at contract award. Consultants performing apprenticeship training must be registered with Washington State Labor & Industries at contract award. The Consultant must meet all other applicable licensing requirements immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State Business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

Seattle Business Licensing and associated taxes.

- a. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A "physical nexus" means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have "physical nexus".
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.

- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License can be found here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- l. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

11.7 State Business Licensing.

Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

11.8 Federal Excise Tax.

The City is exempt from Federal Excise Tax.

11.9 No Guaranteed Utilization.

The City does not guarantee utilization of any contract(s) awarded through this RFP/RFQ process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to issue multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

11.10 Expansion Clause.

The contract limits expansion of scope and new work not expressly provided for within the RFP/RFQ.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

- (11) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change the identity or purpose of the Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

11.11 Effective Dates of Offer.

Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

11.12 Cost of Preparing Proposals.

The City is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

11.13 Readability.

The City's ability to evaluate proposals is influenced by the organization, detail, comprehensive material and readable format of the response.

11.14 Changes or Corrections to Proposal Submittal.

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

11.15 Errors in Proposals.

Proposers are responsible for errors and omissions in their proposals. No error or omission shall diminish the Proposer's obligations to the City.

11.16 Withdrawal of Proposal.

A submittal may be withdrawn by written request of the submitter.

11.17 Rejection of Proposals.

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

11.18 Incorporation of RFP/RFQ and Proposal in Contract.

This RFP/RFQ and Proposer's response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, are binding and incorporated by reference in the City's contract with the Proposer.

11.19 Independent Contractor.

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City.

The City will not provide space in City offices for performance of this work. Consultants will perform most work from their own office space or the field.

11.20 Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

11.21 Women and Minority Subcontracting.

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant opportunities with WMBE firms. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subconsultants either before contract execution or during contract performance. WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City's [Online Business Directory](#). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises \(OMWBE\)](#).

11.22 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

11.23 Proprietary Materials.

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form ("the Form") provided by the City (see page 4 on the Consultant Questionnaire) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents. The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, visit <https://www.seattle.gov/public-records/public-records-request-center>.

11.24 Ethics Code.

Familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. For an in-depth explanation of the City's Ethics Code for Contractors, Vendors, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

No Gifts and Gratuities.

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants.

Involvement of Current and Former City Employees.

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

Contract Workers with over 1,000 Hours.

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

No Conflict of Interest.

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or polly.grow@seattle.gov.

11.25 Background Checks and Immigrant Status.

Background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>

11.26 References

The City may contact one or more references. The City may use references named or not named by the Proposer. The City may also consider the results of performance evaluations issued by the City on past projects.

11.27 Right to Award to next ranked Consultant.

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant. New awards thereafter are also extended this right.

11.28 Repeat of Evaluation:

If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

11.29 Checklist of Requirements Prior to Award.

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.

- State of Washington Business License.
- Evidence of Insurance (if required)
- Special Licenses (if any)

11.30 Taxpayer Identification Number and W-9.

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

11.31 Insurance Requirements

Proof of insurance is required, link to Insurance Transmittal Form below.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/5InsuranceTransmittalForm.docx>

11.32 Standard Consultant Contract Template

City of Seattle Consultant Contract found here:

<http://www.qa.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/6StandardRosterAgreement.docx>

King County Consultant Contract and Insurance Requirements found here:



King County
Contract Boilerplate

Port of Seattle Consultant Contract and Insurance Requirements found here:



Port of Seattle
Terms and Conditions



Port of Seattle
Insurance Matrix

12. Definitions

Apprenticeship Placement: Individuals that meet one of the following criteria and were placed by the program into a Washington State Apprenticeship and Training Council (WSATC)-registered construction apprenticeship program:

- Graduated from the Consultant's pre-apprenticeship program.
- Did not graduate from a pre-apprenticeship program yet received career navigation services from the Consultant.

Pre-apprenticeship training program graduates and individuals placed through career navigation services shall be counted separately.

City Purchasing and Contracting Services: The City Purchasing and Contracting Services (CPCS) is a division within the City of Seattle's Finance and Administrative Services (FAS) department. CPCS manages bids and contracts for all City products, supplies, equipment, and services. CPCS also monitors public works contracts to ensure projects achieve the City's social equity goals.

Community Workforce Agreement: The community workforce agreement (CWA) is a legally binding agreement that is carried out between the City and Seattle-King County Building and Construction Trades Council on Priority Hire construction projects. The CWA prioritizes the hiring of workers from economically distressed ZIP codes, women, people of color and pre-apprenticeship graduates, and sets terms and conditions of employment.

Construction Employment Placement: Individuals that meet one of the following criteria and were placed into non-apprenticeship construction employment:

- Graduated from the Consultant's pre-apprenticeship program.
- Did not graduate from a pre-apprenticeship program yet received career navigation services from the Consultant.

Pre-apprenticeship training program graduates and individuals placed through career navigations services shall be counted separately. Individuals that are placed into construction employment and then move to apprenticeship shall only count once in total placements (i.e. they will be removed from the number of construction employment placements and added to apprenticeship placements).

Graduation Rate: Graduation rates shall be calculated by the number of students that complete a cohort divided by the number of students that start that same cohort. For proposal submittals, calculate data from a minimum of January 2015 through present.

Institutional Racism: Policies, practices and procedures that work to the benefit of white people and to the detriment of people of color, often unintentional or inadvertently such as job descriptions that put undue emphasis on college degrees over work experience. This may eliminate qualified candidates of color, who face institutional barriers to higher education. This practice can create racial inequity in the job market, even when that is not the intent.

Placement Rate: Placements shall be calculated by the number of students that are placed into construction from a cohort, divided by the number of students that graduated that same cohort. Students that move from construction employment to apprenticeship shall only be counted once. Proposers should report separately on placements of individuals who did not complete pre-apprenticeship training, but were placed as a result of the program's career navigation services.

Priority Hire Workers: Individuals living in economically distressed ZIP codes (see Attachments 1 and 2).

Regional Pre-Apprenticeship Collaborative: A collaborative of stakeholders within the Puget Sound region that work collectively to build a region-wide approach to recruitment and training and strengthen community inclusion outcomes.

Retention Rate:

- Pre-Apprentice programs: Retention shall be calculated by the number of graduates who are active in apprenticeship or working in construction within twelve months of placement divided by the total number of placed graduates. Proposers should report separately on retention of individuals who did not complete pre-apprenticeship training, but were placed as a result of the program's career navigation services.
- Apprenticeship programs: Retention shall be calculated by the number of graduates who are active in apprenticeship within twelve months after receiving retention services divided by the total number of apprentices served with these resources.
- Labor union or other journey-level assistance program: Retention shall be calculated by the number of journey-level workers who are employed in construction within twelve months of receiving retention services divided by the total number of journey-level workers served with these resources.

Underrepresented Workers: Workers who meet any of the following criteria: individuals living in economically distressed ZIP codes, African Americans, other people of color, women, youth, those transitioning from the justice system, and immigrants and refugees.