

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Western States Equipment Company

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Western States Equipment Company establishment located at 500 East Overland Road, Meridian, ID 83642 beginning on January 27, 2023. OFCCP found that Western States Equipment Company failed to comply with Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and their respective implementing regulations at 41 CFR Chapter 60-741.

OFCCP notified Western States Equipment Company of the specific violation and the corrective action required in a Notice of Violation (NOV) issued on June 12, 2023

In the interest of resolving the violation without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Western States Equipment Company enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for Western States Equipment Company's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under Section 503, based on the violation alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Western States Equipment Company violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Western States Equipment Company's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. Western States Equipment Company will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Western States Equipment Company of its obligation to fully comply with the requirements of Executive Order 11246, as amended (E.O. 11246), Section 503, Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. Western States Equipment Company agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a

complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.

5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after Western States Equipment Company submits its final progress report required in Section IV, below, unless OFCCP notifies Western States Equipment Company in writing before the expiration date that Western States Equipment Company has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that Western States Equipment Company has met all of its obligations under the Agreement.
10. If Western States Equipment Company violates this Agreement:
 - a. The procedures at 41 C.F.R. 60-741.63 will govern:
 - i. OFCCP will send Western States Equipment Company a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. Western States Equipment Company shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If Western States Equipment Company is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by the Western States Equipment Company, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.

- b. Western States Equipment Company may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-741.66, and/or other appropriate relief for violating this Agreement.
11. Western States Equipment Company does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

1. **Violation:** During the period January 1, 2022 through December 31, 2022, Western States Equipment Company failed to invite its employees to voluntarily self-identify as an individual with a disability, using the OMB-approved form for this purpose, in violation of 41 CFR 60-741.42(c). Specifically, Western States Equipment Company failed to invite each of its employees to voluntarily inform them whether the employee believes that he or she is an individual with a disability and survey invite being done at least once during the five year interval, nor at the five year mark.

Remedy: On May 11, 2023, Western States Equipment e-mailed out an employee Survey for employees to complete and therefore completed its obligation to resurvey current employees, as is defined in 41 CFR 60-741.2(c). Western States Equipment Company shall continue to extend this invitation at five year intervals, Thereafter. At least once during each interval, Western States Equipment Company shall remind its employees that they may voluntarily update their Disability-related self-identification information at any time. Western States Equipment Company must keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or

medical files, in accordance with 41 CFR 60-741.42(e).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Western States Equipment Company agrees to retain all records relevant to the violation cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. Western States Equipment Company will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Western States Equipment Company Reports.**

Western States Equipment Company agrees to furnish OFCCP with the following report during the Monitoring Period. The report will contain the documentation specified according to the dates scheduled:

Progress Report: Due on February 1, 2026, covering the period of January 1, 2025, through December 31, 2025.

Pursuant to Remedy:

Documentation showing that Western States Equipment Company invited employees during the reporting period to voluntarily self-identify as an individual with a disability, using the OMB-approved form published on the OFCCP website, as required by the affirmative action obligations set forth in Subpart C of the regulations at 41 CFR 60-741.42.

Western States Equipment Company will submit reports to Quanda Evans, Assistant District Director, 300 Fifth Avenue, Suite 1100, Seattle, WA 98104, (b) (7)(C), (b) (6)@dol.gov. Western States Equipment Company and OFCCP have a rest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Western States Equipment Company provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the Western States Equipment Company believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Western States Equipment Company will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Western States Equipment Company of the FOIA request and provide Western States Equipment Company an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts Western States Equipment Company’s final progress

report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Western States Equipment Company in writing within sixty (60) days of the date of the final progress report that Western States Equipment Company has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies Western States Equipment Company within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Western States Equipment Company has met all of its obligations under the Agreement.

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V. SIGNATURES

The person signing this Agreement on behalf of Western States Equipment Company personally warrants that he or she is fully authorized to do so, that Western States Equipment Company has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Western States Equipment Company.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Western States Equipment Company, 500 East Overland Road, Meridian, ID 83642.

(b) (7)(C), (b) (6)

Kelly Olson
President
Western States Equipment Company
Meridian, ID 83642

DATE: 6/30/23

(b) (7)(C), (b) (6)

Leigh D. Jones
District Director
Office of Federal Contract Compliance Programs
Seattle and Portland Offices

DATE: 07/05/2023

(b) (7)(C), (b) (6)

Quanda Evans
Assistant District Director
Office of Federal Contract Compliance Programs
Seattle District Office

DATE: 07/05/2023