

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Wilwood Engineering Inc

R00309465

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Wilwood Engineering Inc (Contractor) establishment located at 4700 Calle Bolero, Camarillo, California, beginning on January 25, 2023. OFCCP found that Contractor failed to comply with Executive Order 11246, as amended (EO 11246 or the Executive Order), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (Section 503), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations.

OFCCP notified Contractor of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on April 1, 2024

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and Contractor 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 Contractor's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under EO 11246, Section 503, and VEVRAA based on the violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Contractor 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 Contractor'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. Contractor 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 Contractor of its obligation to fully comply with the requirements of EO 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. Contractor 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 Assistant 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 Contractor submits its final progress report required in Section IV, below, unless OFCCP notifies Contractor in writing before the expiration date that Contractor 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 Contractor has met all of its obligations under the Agreement.
10. If Contractor violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34, 41 CFR 60-300.63, and/or 41 CFR 60-741.63 will govern:
 - i. OFCCP will send Contractor a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Contractor 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 Contractor 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 Contractor, 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. Contractor may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66, or 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
11. Contractor 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:** Contractor's VEVRAA and Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-300.44(a) and CFR 60-741.44(a). Specifically, Contractor's AAP failed to include the policy statement element.

REMEDY: Contractor agrees to include the policy statement element required and described in 41 CFR 60-300.44(a) and CFR 60-741.44(a) in its VEVRAA and Section 503 AAP.

2. **VIOLATION:** Contractor's VEVRAA and Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-300.44(b) and 41 CFR 60-741.44(b). Specifically, Contractor's AAP failed to include the review of personnel processes element.

REMEDY: Contractor agrees to include the review of personnel process element

required and described in 41 CFR 60-300.44(b) and 41 CFR 60-741.44(b) in its VEVRAA and Section 503 AAP.

- 3. VIOLATION:** Contractor's VEVRAA and Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-300.44 and 41 CFR 60-741.44. Specifically, Contractor's AAP failed to include the most recent assessment of personnel processes element.

REMEDY: Contractor agrees to include the most recent assessment of personnel process element required and described in 41 CFR 60-300.44(b) and 41 CFR 60-741.44(b) in its VEVRAA and Section 503 AAP.

- 4. VIOLATION:** Contractor's VEVRAA and Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-300.44(c)(1) and 41 CFR 60-741.44(c)(1). Specifically, Contractor's AAP failed to provide a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans and qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity.

REMEDY: Contractor agrees to include in its VEVRAA and 503 AAP a schedule for the review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans and qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity, as required and described by 41 CFR 60-300.44(c)(1) and 41 CFR 60-741.44(c)(1).

- 5. VIOLATION:** Contractor's VEVRAA and Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-300.44(c)(2) and 41 CFR 60-741.44(c)(2). Specifically, Contractor's AAP failed to provide a most recent assessment of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans and qualified individuals with disabilities, they are job-related for the position in question and are consistent with business necessity.

REMEDY: Contractor agrees to include in its VEVRAA and Section 503 AAP its most recent assessment of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans and qualified individuals with disabilities, they are job-related for the position in question and

are consistent with business necessity, as required and described by 41 CFR 60-300.44(c)(2) and 41 CFR 60-741.44(c)(2)..

6. **VIOLATION:** Contractor's VEVRAA and Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-300.44(d) and 41 CFR 60-741.44(d). Specifically, Contractor's AAP failed to include the reasonable accommodation to physical and mental limitations element.

REMEDY: Contractor agrees to include the reasonable accommodation to physical and mental limitations element required and described in 41 CFR 60-300.44(d) and 41 CFR 60-741.44(d) in its VEVRAA and Section AAP.

7. **VIOLATION:** Contractor's VEVRAA and Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-300.44(e) and 41 CFR 60-741.44(e). Specifically, Contractor's AAP failed to include the harassment element.

REMEDY: Contractor agrees to include the harassment element required and described in 41 CFR 60-300.44(e) and 41 CFR 60-741.44(e) in its VEVRAA and Section 503 AAP.

8. **VIOLATION:** Contractor's VEVRAA and Section 503 AAP failed to include all the required contents, as required by 41 CFR 60-300.44(f) and 41 CFR 60-741.44(f). Specifically, Contractor's AAP failed to include the external EEO policy dissemination, outreach and positive recruitment element.

REMEDY: Contractor agrees to include the external EEO policy dissemination, outreach and positive recruitment element required and described in 41 CFR 60-300.44(f) and 41 CFR 60-741.44(f) in its VEVRAA and Section 503 AAP.

9. **VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to annually review the effectiveness of the outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified protected veterans and qualified individuals with disabilities, as required by 41 CFR 60-300.44(f)(3) and CFR 60-741.44(f)(3).

REMEDY: Contractor agrees to annually review its outreach and recruitment activities, assess their effectiveness, and document this review, in accordance with 41 CFR 60-300.44(f)(3) and CFR 60-741.44(f)(3). If Contractor concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans and qualified individuals with disabilities, it shall identify and implement alternative efforts.

10. VIOLATION: Contractor's VEVRAA and Section AAP failed to include all the required contents, as required by 41 CFR 60-300.44(g) and 41 CFR 60-741.44(g). Specifically, Contractor's AAP failed to include the internal EEO policy dissemination element.

REMEDY: Contractor agrees to include the internal EEO policy dissemination element required and described in 41 CFR 60-300.44(g) and 41 CFR 60-741.44(g) in its VEVRAA and Section 503 AAP.

11. VIOLATION: Contractor's VEVRAA and Section AAP failed to include all the required contents, as required by 41 CFR 60-300.44(h) and 41 CFR 60-741.44(h). Specifically, Contractor's AAP failed to include the audit and reporting system element.

REMEDY: Contractor agrees to include the audit and reporting system element required and described in 41 CFR 60-300.44(h) and 41 CFR 60-741.44(h) in its VEVRAA and Section 503 AAP.

12. VIOLATION: Contractor's VEVRAA and Section AAP failed to include all the required contents, as required by 41 CFR 60-300.44(j) and 41 CFR 60-741.44(j). Specifically, Contractor's AAP failed to include the training element.

REMEDY: Contractor agrees to include the training element required and described in 41 CFR 60-300.44(j) and 41 CFR 60-741.44(j) in its VEVRAA and Section 503 AAP.

13. VIOLATION: Contractor's VEVRAA and Section AAP failed to include all the required contents, as required by 41 CFR 60-300.44(k) and 41 CFR 60-741.44(k). Specifically, Contractor's AAP failed to include the data collection analysis element.

REMEDY: Contractor agrees to include the data collection analysis element described in 41 CFR 60-300.44(k) and 41 CFR 60-741.44(k) in its VEVRAA and Section 503 AAP.

14. VIOLATION: During the period January 1, 2022 through December 31, 2022, Contractor failed to document the hiring benchmark it established; and failed to maintain hiring benchmark records for three years, as required in 41 CFR 60-300.45(c).

REMEDY: Contractor agrees to establish a hiring benchmark for each of its establishments, on an annual basis, using one of the two methods prescribed in 41 CFR 60-300.45(b). Contractor must document its hiring benchmark, and, if Contractor sets its benchmark using the five-factor approach described in 41 CFR 60-300.45(b)(2), it will also document each factor that it considered in establishing its benchmark and the relative

significance it accorded to each one. Contractor must retain these records for three years, as required by 41 CFR 60-300.45(c).

- 15. VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to evaluate its utilization of individuals with disabilities using the goal established by OFCCP, in violation of 41 CFR 60-741.45(d)(2). Specifically, Contractor conducted no utilization analysis of individuals with disabilities for each job group.

REMEDY: Contractor agrees to annually evaluate its utilization of individuals with disabilities using the 7 percent goal established by OFCCP, as required by 41 CFR 60-741.45. When conducting this utilization analysis, Contractor will use the job groups established for utilization analyses required by Executive Order 11246, as required by 41 CFR 60-741.45(d)(2). However, if Contractor has a total workforce of 100 or fewer employees, it may, instead, choose to measure the representation of individuals with disabilities in its workforce as a whole, using the 7 percent goal established by OFCCP, as permitted by 41 CFR 60-741.45(d)(2)(i). Should the percentage of individuals with disabilities in one or more job groups or in the workforce be less than the utilization goal, Contractor agrees to take steps, as required by 41 CFR 60-741.45(e), to determine whether and where impediments to equal employment exist, and agrees to develop and execute action-oriented programs to correct any identified problems, as required by 41 CFR 60-741.45(f).

- 16. VIOLATION:** During the period January 1, 2022 through December 31, 2022, Contractor failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-741.80. Specifically, Contractor failed to keep applicant, testing, interview, hiring or other general personnel or employment records; and failed to keep the records specified in 60-741.80(b) for three years.

REMEDY: Contractor agrees to keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-741.80, and will keep and preserve those records specified in 41 CFR 60-741.80(b) for a period of three years from the date of the making of the record.

- 17. VIOLATION:** Contractor's EO 11246 AAP failed to include minority and female availability for each job group, as required by 41 CFR 60-2.10(b)(1)(iv) and 60-2.14(b).

REMEDY: Contractor agrees to include in the EO 11246 AAP the availability of minorities and women for each job group, as required by 41 CFR 60-2.10(b)(1)(iv) and 60-2.14(b).

18. VIOLATION: Contractor's EO 11246 AAP failed to include an acceptable organizational profile as described in 41 CFR 60-2.11. Specifically, the organizational profile failed to include a separate list for each work unit, or lines of progression, including unit supervisors; and failed to include a key for wage rates or salary ranges for each job title.

REMEDY: Contractor agrees to develop and include in the EO 11246 AAP an organizational profile that depicts the staffing patterns within its establishment, as required by 41 CFR 60-2.10(b)(1)(i) and 60-2.11.

19. VIOLATION: Contractor's EO 11246 AAP did not include an acceptable job group analysis, as required by 41 CFR 60-2.10(b)(1)(ii).

REMEDY: Contractor agrees to develop and include in the EO 11246 AAP a job group analysis that combines job titles at the establishment with similar content, opportunities, and wage rates, as required by 41 CFR 60-2.10(b)(1)(ii) and 60-2.12.

20. VIOLATION: Contractor's EO 11246 AAP failed to include a comparison of minority and female incumbency in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.10(b)(1)(v) and 60-2.15.

REMEDY: Contractor agrees to include in the EO 11246 AAP the comparison of minority and female incumbency in each job group with the minority and female availability for those job groups, as required by 41 CFR 60-2.10(b)(1)(v) and 60-2.15.

21. VIOLATION: Contractor's EO 11246 AAP failed to include minority and female placement goals, as required by 41 CFR 60-2.10(b)(1)(vi) and 60-2.16.

REMEDY: Contractor agrees to establish and include in the EO 11246 AAP minority and female placement goals, as required by 41 CFR 60-2.10(b)(1)(vi) and 60-2.16.

22. VIOLATION: Contractor's EO 11246 AAP failed to include the action-oriented programs component specified in 41 CFR 60-2.17(c), as required by 41 CFR 60-2.10(b)(2)(iii).

REMEDY: Contractor agrees to include in its EO 11246 AAP the action-oriented programs component specified in 41 CFR 60-2.17(c), as required by 41 CFR 60-2.10(b)(2)(iii).

23. VIOLATION: Contractor's EO 11246 AAP failed to include the internal audit and reporting systems component specified in 41 CFR 60-2.17(d), as required by 41 CFR 60-2.10(b)(2)(iv).

REMEDY: Contractor agrees to include in its EO 11246 AAP the internal audit and reporting systems component specified in 41 CFR 60-2.17(d), as required by 41 CFR 60-2.10(b)(2)(iv).

24. VIOLATION: During the period January 1, 2022 through December 31, 2022, Contractor failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-1.12(a) and (e); maintain its current EO 11246 AAP and documentation of its good faith efforts, as required by 41 CFR 60-1.12(b); preserve its AAP and documentation of good faith efforts for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b); and maintain and/or have available records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as required by 41 CFR 60-1.12(c). Specifically, Contractor failed to keep applicant, testing, interview, hiring, promotions, terminations or other general personnel or employment records; and failed to keep the records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurred later.

REMEDY: Contractor agrees to keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-1.12(a) and (e), and will keep and preserve those records for a period of not less than two years from the date of the making of the record or the personnel action, whichever occurs later. However, if Contractor has a total workforce of 150 or fewer employees or does not have a government contract of at least \$150,000, the minimum record retention period shall be one year from the making of the record or the personnel action, whichever occurs later, as permitted by 41 CFR 60-1.12(a). Contractor agrees to maintain its current EO 11246 AAP and documentation of its good faith efforts, as required by 41 CFR 60-1.12(b); preserve its AAP and documentation of good faith efforts for the immediately preceding AAP year, as required by 41 CFR 60-1.12(b); and records showing the gender, race, and ethnicity of each employee; and where possible, the gender, race, and ethnicity of each applicant or Internet Applicant as defined in 41 CFR 60-1.3, as required by 41 CFR 60-1.12(c).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Contractor agrees to retain all records relevant to the violations 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. Contractor will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. **Contractor Reports.**

Contractor agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on January 31, 2025 covering the period of June 1, 2024, through December 31, 2024.
 - i. Copy of your current VEVRAA Affirmative Action Program prepared in accordance with the requirements of 41 CFR 60-300.40 through 60-300.45.
 - ii. Copy of your current Section 503 Affirmative Action Program prepared in accordance with the requirements of 41 CFR 60-741.40 through 60-741.47.
 - iii. Copy of your current EO 11246 Affirmative Action Program prepared in accordance with the requirements of 41 CFR 60-1.40 and 60-2.1 through 60-2.17d.
 - iv. Documentation of the assessment and results of the most recent review of personnel processes as described in 41 CFR 60-300.44(b) and 41 CFR 60-741.44(b).
 - v. Documentation of the assessment and results of all physical and mental job qualifications standards, as required by 41 CFR 60-300.44(c)(2) and 41 CFR 60-741.44(c)(2).
 - vi. Copies of reasonable accommodation policies, as required in 41 CFR 60-300.44(d) and 41 CFR 60-741.44(d), and documentation of any accommodation requests received, and their resolution, if any.
 - vii. Documentation of the results of the evaluation of the effectiveness of outreach and recruitment efforts that were intended to identify and recruit qualified protected veterans and qualified individuals with disabilities as described in 41 CFR 60-300.44(f)(3) and 41 CFR 60-741.44(f)(3).
 - viii. Data on your employment activity (applicants, hires, promotions, terminations, and incumbency) for the period of June 1, 2024, through December 31, 2024. You should present this data by job group (as defined in your AAP) or by job title.

1. Applicants: For each job group or job title, this analysis must consist of the total number of applicants identified by gender and by race/ethnicity. For each job group or job title, applicants for whom race and/or gender is not known should be included in the data submitted. However, if some of your job groups or job titles (most commonly, entry-level) are filled from the same applicant pool, you may consolidate your applicant data for those job groups or titles. For example, where applicants expressly apply for or would qualify for a broad spectrum of jobs (such as “Production,” “Office,” etc.) that includes several job groups, you may consolidate applicant data.
 2. Hires: For each job group or job title, this analysis must consist of the total number of hires identified by gender and race/ethnicity.
 3. Promotions: Provide documentation that includes established policies and describes practices related to promotions. Additionally, for each job group or job title, provide the total number of promotions by gender and race/ethnicity. Where the contractor maintains data on whether the promotion is competitive or non-competitive, it may also provide this information in its submission.
 4. Terminations: For each job group or job title, provide the total number of employee terminations by gender and race/ethnicity. When presenting terminations by job title, also include the department and job group from which the person(s) were terminated.
- ix. Documentation of your EO 11246 affirmative action goals for the period of June 1, 2024, through December 31, 2024. This report must include information that reflects:
1. job group representation at the start of the AAP year (i.e., total incumbents, total minority incumbents, and total female incumbents);
 2. the placement goals established for minorities and women at the start of the AAP year; and
 3. the actual number of placements (hires plus promotions) made during the AAP year into each job group with goals (i.e., total placements, total minority placements, and total female placements). For all placement goals not attained, describe the specific good faith efforts made to remove identified barriers, expand equal employment opportunity, and produce measurable results.
- b. Progress Report 2: Due on February 2, 2026, covering the period of January 1, 2025, through December 31, 2025.

- i. Data on your employment activity (applicants, hires, promotions, terminations, and incumbency) for the period of January 1, 2025, through December 31, 2025. You should present this data by job group (as defined in your AAP) or by job title.
 1. Applicants: For each job group or job title, this analysis must consist of the total number of applicants identified by gender and by race/ethnicity. For each job group or job title, applicants for whom race and/or gender is not known should be included in the data submitted. However, if some of your job groups or job titles (most commonly, entry-level) are filled from the same applicant pool, you may consolidate your applicant data for those job groups or titles. For example, where applicants expressly apply for or would qualify for a broad spectrum of jobs (such as “Production,” “Office,” etc.) that includes several job groups, you may consolidate applicant data.
 2. Hires: For each job group or job title, this analysis must consist of the total number of hires identified by gender and race/ethnicity.
 3. Promotions: Provide documentation that includes established policies and describes practices related to promotions. Additionally, for each job group or job title, provide the total number of promotions by gender and race/ethnicity. Where the contractor maintains data on whether the promotion is competitive or non-competitive, it may also provide this information in its submission.
 4. Terminations: For each job group or job title, provide the total number of employee terminations by gender and race/ethnicity. When presenting terminations by job title, also include the department and job group from which the person(s) were terminated.
- ii. Documentation of your EO 11246 affirmative action goals for the period of January 1, 2025, through December 31, 2025. This report must include information that reflects:
 1. job group representation at the start of the AAP year (i.e., total incumbents, total minority incumbents, and total female incumbents);
 2. the placement goals established for minorities and women at the start of the AAP year; and
 3. the actual number of placements (hires plus promotions) made during the AAP year into each job group with goals (i.e., total placements, total minority placements, and total female placements).

For all placement goals not attained, describe the specific good faith efforts made to remove identified barriers, expand equal employment opportunity, and produce measurable results.

Contractor will submit reports to Compliance Officer (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C)@dol.gov. Contractor and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports Contractor provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and Contractor believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, Contractor will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify Contractor of the FOIA request and provide Contractor 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 Contractor’s final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify Contractor in writing within sixty (60) days of the date of the final progress report that Contractor 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 Contractor within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Contractor has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of Contractor personally warrants that they are fully authorized to do so, that Contractor has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on Contractor.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Wilwood Engineering Inc 4700 Calle Bolero, Camarillo, California, 93012.

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

Director of Operations
Wilwood Engineering Inc
Camarillo, California

DATE: 26 April 2024

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

Germaine Ling
Assistant District Director
Los Angeles District Office

DATE: 4/26/2024