

# **Sacramento Employment and Training Agency**

**REQUEST FOR PROPOSALS**

**FOR**

**PAYROLL SERVICES**

**For**

**Sacramento Works for Youth  
Employment Program**

**Proposal Deadline:  
May 4, 2009 at 12:00 noon**

**Sacramento Employment and Training Agency  
925 Del Paso Blvd.  
Sacramento, CA 95815**

**APRIL 2009**

**TABLE OF CONTENTS**

**SECTION I**

**Introduction and General Information.....I-1**

**Definitions and Interpretations.....I-2**

**General Instructions and Conditions.....I-3**

**Evaluation and Selection Process.....I-4**

**Protest Procedures to Resolve Procurement Disputes.....I-5**

**Litigation Status.....I-7**

**Contract Development.....I-9**

**Billing of Fees.....I-10**

**SECTION II**

**General Requirements.....II-1**

**Required Responses.....II-2**

**Exhibit A     Standard Services Contract**

**Exhibit B     Fair Political Practices Commission Disclosure Forms**

**Exhibit C     Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Exhibit D     Certification Regarding Lobbying**

**Exhibit E     Drug Free Workplace & Insurance Requirements**

## SECTION I

### 1. INTRODUCTION AND GENERAL INFORMATION

The Sacramento Employment and Training Agency (SETA) is a Joint Powers Authority of the City and County of Sacramento that administers state and federally-funded human service programs throughout Sacramento County. Programs for economically disadvantaged persons include job training and employment assistance under the federal Workforce Investment Act (WIA) and the American Recovery and Reinvestment Act of 2009 (Recovery Act), services to refugees under the Targeted Assistance and Refugee Employment Social Services Grants; human services under the Community Services Block Grant; and educational programs under Head Start.

SETA is a Joint Powers Agency created under authority of Government Code Section 6500 et. seq. by the City and County of Sacramento to provide human services to the residents of the area. SETA is governed by a five member board comprised of two City Council members, two County Supervisors and a public member appointed by the City of Sacramento and the County of Sacramento. The Director of Finance of Sacramento County is the chief financial officer of SETA. Accounting, financial records and statements are under the direct control of the Director of Finance of Sacramento County. SETA adheres to the accounting principles, standards and procedures prescribed by the State Controller's Office as set forth in the manual on Accounting Standards and Procedures for Districts.

SETA is issuing this Request For Proposals (RFP) for the purpose of soliciting proposals for Payroll services for the Sacramento Works Summer Youth Employment Services program needs. Under the Workforce Investment Act and the 2009 Recovery Act, the Sacramento Works Youth Employment program provides work readiness and subsidized employment services to Sacramento youth. Summer youth payroll services will be provided for 1,100 youth working from June 1, 2009 through August 31, 2009. The successful proposer will be funded for a minimum of two consecutive summers. SETA will be coordinating this activity by subcontracting with numerous community organizations including but not limited to school districts, community-based organizations, public, non-profit and private for-profit organizations. During the summer 2009 period, it is anticipated that twenty distinct organizations will provide program services. Subgrantees are responsible for the development of work sites or community service projects with private, public and non-profit employers and organizations. The Sacramento Works Youth Employment program begins May 1, 2009 and the anticipated target date for payroll services is June 1, 2009. The ability to act as employer of record and provide workers compensation coverage to the youth enrolled into the program will be required as part of the overall system.

SETA will select a payroll contractor by a weighted process using some or all of the following: responses in the RFP, experience, value-added services, etc. Applications will be evaluated in accordance with their adherence to project objectives as well as accuracy and completeness in responding to the requirements listed in this RFP. The preferred solution selected by SETA will be the one deemed most compatible with the needs of SETA.

## 2. DEFINITIONS AND INTERPRETATION

As used in this RFP:

- (1) "Contractor" means the Contractor selected by SETA through this RFP.
- (2) "Contract" means the written agreement between SETA and the Contractor that is executed pursuant to this RFP.
- (3) "Contract Administrator" means Christine Welsch, SETA Workforce Development Manager, 925 Del Paso Blvd., Suite 100, Sacramento, California 95815, (916) 263-3866.
- (4) "SETA" means the Sacramento Employment and Training Agency.
- (5) "Proposer" means any person or entity that submits a proposal in response to this RFP.
- (6) "Project" and "Services" shall mean all labor, materials, plans, specifications, opinions, reports and other services required for the project or authorized pursuant to the contract.
- (7) "Request for Proposals" or "RFP" means this document, exhibits attached to this document and addenda issued by SETA.
- (8) "WEX" refers to the youth engagement in work experience or community service paid employment activity.
- (9) When not inconsistent with the context, words in the present tense include the future tense, and words and phrases used as nouns include the singular and plural forms.
- (10) The phrase "without limitation" will be deemed to follow the words "include," "includes," and "including" when referring to a class, list, or group of persons, entities, things, services, criteria, conditions, rights, obligations or events.
- (11) SETA has complete and exclusive discretion to determine the intent, purpose, and meaning of any provision in this RFP.

## 3. GENERAL INSTRUCTIONS AND CONDITIONS

- a) Inquiries: All inquiries concerning this Request for Proposals should be directed to Christine Welsch 916-263-3866.
- b) Ambiguity - Conflict or Other Errors in RFP

If a proposer discovers any ambiguity, conflict, discrepancy, omission or other errors in the RFP, the proposer shall immediately notify SETA of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have been furnished with the RFP, without divulging the source of the request for the same.

If the proposer fails to notify SETA prior to the date and time fixed for submission of proposals of an error, or an error that reasonably should have been known, the proposal shall be submitted at the proposer's own risk. If selected, the proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

SETA may also modify the RFP, prior to the date and time fixed for submission of proposals, by issuance of a revision to all parties who have received the RFP.

c) Calendar of Events

Release of RFP	April 21, 2009
Proposals Due at 12:00 p.m.	May 4, 2009
Staff Recommendation	May 8, 2009
SETA Governing Board makes final funding decision	May 11, 2009

d) Submission of Proposals

1. Three (3) copies of the proposal must be submitted, typed double-spaced, with one-inch margins.

2. Proposal Preparation Cost

Costs for developing proposals are entirely the responsibility of the proposers and shall not be chargeable to SETA.

3. Signature of Proposal

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the proposer contractually. If the proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation. If the proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign. If the proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or an equivalent document must be submitted to SETA prior to or with the submission of the proposal.

4. Delivery of Proposal

Address the proposal to:

CHRISTINE WELSCH  
SETA WORKFORCE DEVELOPMENT MANAGER  
925 DEL PASO BLVD. SUITE 100  
SACRAMENTO, CALIFORNIA 95815-3608

All Proposals must be in the SETA office and time-stamped by the SETA receptionist no later than 12:00 noon., P.D.T., May 4, 2009. Proposals mailed to SETA must be received in the SETA office and time-stamped by the SETA receptionist no later than 12:00 noon, P.D.T., May 4, 2009. In accordance with the policy of the SETA Governing Board, proposals delivered after 12:00 noon., P.D.T., will not be accepted – NO EXCEPTIONS. NO APPEALS WILL BE ACCEPTED FOR LATE PROPOSALS.

Proposals must be submitted in sealed packages or envelopes with the name and address of the proposer and the following description of the contents clearly stated on the exterior: PROPOSAL FOR PAYROLL SERVICES

#### 4. EVALUATION AND SELECTION PROCESS

##### Evaluation Criteria

Proposals will be evaluated by the Evaluation Team using the following criteria to determine the proposal which best meets the needs of SETA:

- Responsiveness of the proposal in clearly stating the understanding of the work to be performed.
- Cost, although a significant factor, may not be the dominant factor. Cost is particularly important when all the other evaluation criteria are relatively equal.
- Technical experience of the proposer.
- Experience and professional activities of staff involved.
- Size and organizational structure of the proposer.
- Past performance of the proposer on work previously done for SETA or similar government agencies.

In addition, SETA will consider and evaluate the following information to determine which proposer will be selected to perform the services:

- Value-added services.
- Ability to meet the scheduled time-line.
- Proposer credentials and qualifications.
- Amount of support required by the SETA staff for implementing the system.
- Reports available and/or reporting capability.
- Proposer's ability to provide services promptly and efficiently as needed and the proposer's proposed schedule for the services.

SETA is not limited to the information listed above and may consider any information relating to the services or the proposer's qualifications and experience.

5. ADDENDA TO THE REQUEST FOR PROPOSALS

If inquiries or comments by proposers raise issues that require clarification by SETA, or if SETA decides to extend the selection schedule or revise any part of this RFP, addenda will be provided to all persons who receive the RFP.

6. LITIGATION STATUS

You are requested to furnish any information on the nature and magnitude of any litigation whereby, during the past two years, a court has ruled against your organization in any matter relating to the professional activities of your organization. In addition, you are asked to describe the nature, magnitude and status of any litigation current or pending against your organization in any manner related to your professional activities.

Recognizing the need to maintain confidentiality in this matter, you may provide this information in a separate letter directly to the following:

MR. RICK PRYOR  
FISCAL DEPARTMENT CHIEF  
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
925 DEL PASO BLVD.  
SACRAMENTO, CALIFORNIA 95815

If you prefer to do so, this information on litigation may be included as part of your formal proposal.

7. CONTRACT DEVELOPMENT

SETA intends to enter into a contractual agreement with the successful proposer substantially in accordance with SETA's standard Services Contract, a copy of which is attached to this RFP as Exhibit A. Contract negotiations will follow selection of the apparent successful proposer. Because of the complex nature of this acquisition, it is likely that an award will be made directly on the basis of proposal content. However, SETA reserves the right to negotiate further with one or more proposers. The content of the RFP and the successful proposal will become an integral part of the contract, but may be modified by the provisions of the contract. Proposers must be amendable to inclusion, in a contract, of any information provided either in response to this RFP or subsequently during the selection process.

8. CONTRACT TERM AND EXTENSION

SETA will award the contract for a term beginning June 1, 2009 and ending September 30, 2010. SETA shall have the exclusive option to extend the contract for additional period(s).

SETA may, in its sole discretion, renew the contract for additional terms upon the same terms and conditions. The fee for any additional term will be subject to renegotiation based upon required performance. Any increase will not exceed 5% or the Consumer Price Index, whichever is smaller. If additional services are required during the initial term or any additional term, a fee will be negotiated consistent with the fee established for the services otherwise provided.

#### 9. LIMITATION

This RFP does not, in any way, commit SETA to award a contract. SETA reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with all qualified sources, or to cancel in part or in its entirety, this RFP if it is in the best interest of SETA to do so.

#### 10. CONTRACT POLICY

Should an agency's proposal be selected for funding, the successful proposer must comply with the following:

##### A. Audit

Before any funds are issued under any subgrant/agreement, funded agency shall submit to SETA a copy of the reports generated in connection with the most recent audit of its financial systems. These reports shall be in a form which complies with requirements of Office of Management and Budget (OMB) Circular A-133.

##### B. Insurance

Prior to contract execution, SETA shall receive from the successful proposer's insurer a certificate of insurance, and applicable endorsements issued by the funded agency's insurance carrier, indicating all of the coverage outlined in SETA's Insurance Requirements.

SETA is very exacting with regard to the insurance requirements. If an agency's insurance expires during the course of the program and new certificates/endorsements are not received prior to the expiration date, payment will be suspended immediately. Performance will be suspended shortly thereafter if the agency's new insurance certificate(s) is/are not filed with the SETA Contracts Unit.

**Note:** Insurance endorsements must be requested from the insurance underwriter by your insurance agent/broker.

##### C. Resolution



SETA has a standardized resolution which will be required of all public agencies and incorporated entities. The applicant agency's Governing Body or Board of Directors will be required to adopt the appropriate resolution for the purpose of appointing specific individuals authorized to both sign and negotiate the contract. The resolution requires the original signature of the Governing Body's or Board of Director's secretary and the affixation of the corporate seal. Should incorporated entities not have a seal, it will be necessary to obtain one prior to contract execution.

D. Prohibitions

No member of the immediate family of any officer, director, executive or employee of funded agency or SETA shall receive favorable treatment for enrollment in services provided by, or employment with, funded agency, nor shall any individual be placed in a funded employment activity if a member of that individual's immediate family is directly supervised by or directly supervises that individual. In addition, neither funded agency nor any of funded agency's subcontractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or on-the-job training position funded through the award of any grant, if a member of that person's immediate family is employed in an administrative capacity for SETA, funded agency, or any employment contractor of funded agency. However, where an applicable federal, state or local statute regarding nepotism exists which is more restrictive than this provision, funded agency and funded agency's subcontractors shall follow the federal, state or local statute in lieu of this provision.

(a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" refers to positions involving overall administrative responsibility for a program, including members of SETA's Governing Board and any of its affiliated Boards or Councils and members of the governing body or board of directors of funded agency, or where that individual would be the supervisor of an individual paid with funds provided through the award of any grant or performing duties under the grant award.

(c) The term "staff position" refers to all staff positions providing services through the award of any grant.

11. BILLING OF FEES

Compensation for the conduct of work will be paid monthly upon review and approval of claims by SETA. Claims must be substantiated by such detailed itemization as required by SETA.

## SECTION II - RESPONSE SECTION

### (1) GENERAL REQUIREMENTS

1. Provide basic payroll processing services for up to 1,100 youth enrolled in the Sacramento Works for Youth Employment program (known as WEX youth).
2. Act as employer of record for WEX youth for the purposes of workers compensation coverage and reporting of any tax liability.
3. Provide the ability to download payroll data into Microsoft Excel and/or MS Access.
4. Provide for complete security and restrictions to access.
5. Provide for a variety of payroll processing cycles including:
  - Ability to establish base payrolls and process time record data for employees on a bi-weekly basis,
6. Provide various employee payment possibilities, including:
  - Ability to locally print a manual check or a special payroll check.
7. Provide reporting capabilities for a multitude of options, including:
  - The ability to easily produce standard and ad hoc payroll reports.
8. Provide payroll control capabilities including:
  - Support cancellation of checks/automatic deposits and all balances and reports that affect transactions.
9. Provide payroll services, including:
  - Processing payroll.
  - Printing and delivering paychecks/stubs to SETA.
  - Reporting all state and federal payroll taxes, including W-2's (if required).
  - New hire reporting to the State of California (both paper and electronic).
  - Maintaining all state/federal tax tables and law changes.
  - Reporting on amounts collected/computed in each payroll area on the following criteria: weekly, monthly, quarterly, fiscal year and calendar year.

### REQUIRED RESPONSES

The proposal should provide a clear, concise description of the proposer's ability to perform the requested services. The proposal must contain sufficient information to enable SETA to consider it, in relation to other proposals received, and determine which proposer is best suited to furnish the services needed by SETA.

1. What is the address and telephone number of your organization's office in, or nearest to, Sacramento, California?

2. What is your state of incorporation (if the proposer is a corporation)?
3. How many years have you been in business?
4. What is the name of your organization's designated contact representative and engagement manager, if different from designated contact representative?
5. What is your ability to staff the engagement locally (i.e., the availability of staff in a local office with requisite qualifications and experience in the respective areas of specialization required to successfully complete the engagement)?
6. What are the names of your key staff who will be assigned to the project?
7. What, if any, are your estimated space and equipment requirements?
8. Include complete information on overall cost, including equipment cost, maintenance cost, and system software cost.
9. Are you able to begin providing services effective June 1, 2009 and continue to provide services for the summer beginning June 1, 2010? Are there any time constraints on providing the services? Attach a proposed work schedule for implementing the services.
10. Are you capable of performing all the services needed for this project or do you intend to subcontract any of the services? If so, to whom?
11. In addition to providing information noted in Section II – 1 (General Requirements), provide any other information you consider relevant to your proposal.

**PAYROLL SERVICES CONTRACT  
TABLE OF CONTENTS**

	<u>Page</u>
<u>Recitals</u> .....	1
1. <u>CONTRACT Contents</u> .....	1
2. <u>Services</u> .....	2
3. <u>Term</u> .....	2
4. <u>Extension of Term</u> .....	2
5. <u>Payment/Reporting</u> .....	3
6. <u>Records, Audit, Inspection</u> .....	3
(a) <u>Establishment and Maintenance of Records</u> .....	3
(b) <u>Preparation of Records and Examination of Records and Facilities</u> .....	4
(c) <u>Preservation of Records</u> .....	4
(d) <u>Documentation of Costs</u> .....	5
(e) <u>Disallowed Costs</u> .....	5
(f) <u>Audit</u> .....	5
7. <u>Deobligation of Funds</u> .....	6
8. <u>Suspension or Disallowance of Payments/Suspension of Performance</u> .....	6
9. <u>Termination of CONTRACT</u> .....	8
(a) <u>For Cause</u> .....	8
(b) <u>For Convenience</u> .....	9
(c) <u>Payment Upon Termination</u> .....	9
10. <u>Procedures for Corrective Action</u> .....	10
11. <u>Disputes</u> .....	11
12. <u>Property</u> .....	12
13. <u>License for Use</u> .....	12
14. <u>Right to Reuse</u> .....	12
15. <u>Insurance</u> .....	12
16. <u>Personnel</u> .....	13
17. <u>Debarment, Suspension, Termination and/or Revocation</u> .....	13
18. <u>Prior Findings</u> .....	14
19. <u>National Labor Relations Board Certification</u> .....	14

20.	<u>Nepotism</u> .....	15
21.	<u>Conflict of Interest</u> .....	16
22.	<u>Nondiscrimination/Equal Opportunity</u> .....	16
23.	<u>Licenses and Permits</u> .....	18
24.	<u>Diligent and Timely Performance</u> .....	18
25.	<u>Standard of Performance</u> .....	18
26.	<u>Confidentiality</u> .....	18
27.	<u>Unauthorized Financial Benefit</u> .....	19
28.	<u>Contingent Fee</u> .....	19
29.	<u>Kickbacks</u> .....	19
30.	<u>Fraud and Program Abuse</u> .....	19
31.	<u>Political Activity/Lobbying</u> .....	19
32.	<u>Sectarian Activities</u> .....	20
33.	<u>Delegation/Subcontract/Assignment</u> .....	20
34.	<u>Independent Contractor</u> .....	21
35.	<u>Indemnification</u> .....	21
36.	<u>Laws</u> .....	21
37.	<u>Clean Air and Clean Water</u> .....	22
38.	<u>Press Releases and Communications</u> .....	22
39.	<u>Immigration Reform and Control Act of 1986</u> .....	22
40.	<u>Drug-Free Workplace Certification</u> .....	23
41.	<u>Successors</u> .....	23
42.	<u>Entire Agreement/Modifications</u> .....	24
43.	<u>Severability of Provisions</u> .....	24
44.	<u>Titles</u> .....	24
45.	<u>Waiver</u> .....	24

46. Limitation of Actions ..... 24

47. California Law ..... 25

48. Notices ..... 25

49. Enforceable CONTRACT ..... 25

50. Time of the Essence ..... 26

1 PAYROLL SERVICES CONTRACT

2 SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

3 This CONTRACT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is by and between  
4 the Sacramento Employment and Training Agency, a Joint Powers Agency, hereinafter referred to  
5 as SETA, and \_\_\_\_\_, hereinafter referred to as CONTRACTOR.

6 WITNESSETH:

7 Recitals

- 8 I. SETA wishes to engage CONTRACTOR to provide certain services, which services are more  
9 particularly described in the Work Program attached hereto as Exhibit 1 and incorporated herein  
10 by reference to this CONTRACT.
- 11 II. SETA does not currently possess the capability to perform the services SETA currently  
12 requires.
- 13 III. CONTRACTOR is a duly qualified expert in the field in which said services are required and is  
14 willing to perform said services on the terms herein set forth.

15 Agreements

16 1. CONTRACT Contents

17 This CONTRACT sets forth the terms and conditions of a CONTRACT between SETA and  
18 CONTRACTOR. This CONTRACT consists of the following documents, each of which is  
19 attached hereto and incorporated by reference herein and made a part hereof:

- 20 (a) This SERVICES CONTRACT
- 21 (b) Work Program - Payroll and Human Resource Services (Exhibit 1)
- 22 (c) Special Conditions (Exhibit 2)
- 23 (d) Assurances and Certifications (Exhibit 3)
- 24 (e) Insurance Requirements (Exhibit 4)
- 25 (f) Confidentiality of Participant Records (Exhibit 5)
- 26 (g) Lobbying Certification/Disclosure of Lobbying Activities (Exhibit 6)

27 CONTRACTOR shall thoroughly examine the documents and exhibits set forth above. The  
28 failure or omission of CONTRACTOR to examine the above documents and exhibits or the



1 terms and conditions of this CONTRACT shall in no way relieve CONTRACTOR of its  
2 obligations with respect to this CONTRACT.

3 2. Services

4 CONTRACTOR shall perform its services strictly in accordance with:

- 5 (a) The Work Program, attached hereto as Exhibit 1 and incorporated herein by reference;
- 6 (b) The Special Conditions, if any, attached hereto as Exhibit 2 and incorporated herein by  
7 reference;
- 8 (c) The Assurances and Certifications, attached hereto as Exhibit 3 and incorporated herein by  
9 reference; and,
- 10 (d) All applicable federal, state and local laws and administrative regulations, as prescribed by  
11 the grantor agencies, and applicable SETA and state policies and procedures.

12 3. Term

13 The term of this CONTRACT shall begin \_\_\_\_\_, 20\_\_\_\_, and shall end \_\_\_\_\_,  
14 20\_\_\_\_. Without advance written approval by SETA, SETA shall not be obligated to pay for any  
15 services performed prior to the date of this CONTRACT and commencement of the term, nor  
16 shall SETA be liable for any services performed subsequent to the ending of the term.

17 4. Extension of Term

18 This CONTRACT may be extended by SETA, in its sole discretion, for two (2) additional one (1)  
19 year terms. The determination to extend shall be made by SETA on an annual basis for each  
20 additional one (1) year term before the termination of each existing term. There shall be no  
21 more than two (2) individual one (1) year extensions. The determination to extend shall be  
22 made by SETA in its sole discretion and SETA shall have no obligation to extend. Each one (1)  
23 year extension shall be on the same terms and conditions as this original CONTRACT, except  
24 that the scope of performance and fee may be otherwise negotiated by the parties; provided,  
25 that any increase shall not exceed five percent (5%) or the Consumer Price Index, whichever is  
26 smaller, for each additional term; provided further, however, that if additional services (services  
27 not identified in the Work Program attached as Exhibit 1) are required by SETA during the initial  
28 term or any additional term, a fee will be negotiated by the parties consistent with the fee

1 established for services otherwise provided. Should the scope of performance or the amount of  
2 funding be different than identified herein, performance and budget modifications shall be made  
3 in proportion to this change.

4 5. Payment/Reporting

5 (a) SETA shall compensate CONTRACTOR for services performed hereunder as set forth in  
6 the Work Program, attached hereto as Exhibit 1 and incorporated herein by reference,  
7 subject to modifications requested by SETA for additional services to be performed.

8 (b) Compensation for the performance of the work hereunder shall be paid monthly upon  
9 review and approval of invoices by SETA. Invoices must be substantiated by such detailed  
10 itemization as required by SETA.

11 (c) All invoices under this CONTRACT must be delivered to SETA within sixty (60) calendar  
12 days following the termination of this CONTRACT to be binding upon SETA for payment.  
13 Failure to timely submit such invoices shall be a waiver of CONTRACTOR's right to  
14 payment.

15 (d) Computer Hardware and Software

16 All information technology must be "year 2000 complaint" and able to accurately process  
17 date/time data (including, but not limited to, calculating, comparing and sequencing) from,  
18 into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000.  
19 The information technology must also be able to make leap year calculations and must  
20 properly recognize the year 2000 as a leap year.

21 6. Records, Audit, Inspection

22 (a) Establishment and Maintenance of Records

23 (1) CONTRACTOR shall maintain an adequate system of accounting in accordance with  
24 all applicable regulations and in accordance with generally accepted principles and  
25 procedures of the accounting profession so that a clear audit trail can be established  
26 which proves that the funds claimed under this CONTRACT are in accordance with  
27 the terms of this CONTRACT, applicable federal and state regulations and circulars,  
28 and SETA policies and procedures. CONTRACTOR further agrees to maintain

1 complete and accurate accounting records and records of the services performed  
2 hereunder, as well as costs incurred in connection with the performance of this  
3 CONTRACT, including pertinent books, documents, records, and working papers in  
4 any way associated with the performance of this CONTRACT.

5 (2) SETA reserves the right to review services, service levels and billing procedures as  
6 these impact charges against this CONTRACT.

7 (b) Preparation of Records and Examination of Records and Facilities

8 At any reasonable time or during normal business hours, SETA or duly authorized  
9 representatives, including representatives of SETA's funding sources and the Comptroller  
10 General of the United States shall have the right of access to any books, documents,  
11 papers, computer records, or other records of CONTRACTOR and all subcontractors that  
12 are pertinent to this CONTRACT, in order to conduct audits and examinations, and to make  
13 excerpts, transcripts, and photocopies of such documents on or off the premises of  
14 CONTRACTOR. This right also includes timely and reasonable access to CONTRACTOR  
15 and all subcontractor personnel for the purpose of interview and discussion related to such  
16 documents. This right of access shall continue as long as the records are retained but, in  
17 no event, be less than the required retention period set forth in paragraph 7(c) below.  
18 SETA shall have the further right to observe, monitor, evaluate and examine  
19 CONTRACTOR's performance of services and its offices and facilities utilized in the  
20 performance of this CONTRACT.

21 (c) Preservation of Records

22 CONTRACTOR shall preserve and make available all of its records related to this  
23 CONTRACT and any extension or renewal thereof, including, but not limited to, all  
24 financial, statistical, property and participant records and supporting documentation until  
25 the expiration of such period of time as required by applicable law or notification from  
26 SETA, but in no event less than the expiration of three (3) years from the later of:

27 (1) The date of final payment to CONTRACTOR under this CONTRACT and any  
28 extension or renewal thereof and all other pending matters are closed;

1 (2) The end of the fiscal year during which this CONTRACT or any extension or renewal  
2 thereof is terminated; or,

3 (3) The completion and finalization of all pending services performed hereunder or of  
4 CONTRACTOR for the fiscal year during which this CONTRACT is terminated.

5 If, at the end of three (3) years, there is ongoing litigation, or any claim, or service has not  
6 been resolved, CONTRACTOR shall retain the records until final resolution. If this  
7 CONTRACT is terminated or if SETA does not engage CONTRACTOR's services in  
8 subsequent years, this record retention requirement remains applicable. At SETA's sole  
9 option, some or all of the records may be ordered transferred to SETA. To the extent that  
10 such records are transferred to SETA, this retention requirement is not applicable to  
11 CONTRACTOR. In the event the records pertaining to this CONTRACT are maintained  
12 outside Sacramento County, California, CONTRACTOR shall, at a reasonable cost for  
13 shipping and handling, make said records available at SETA's principal place of business  
14 within five (5) working days after receipt of written notice from SETA.

15 (d) Documentation of Costs

16 All claims shall be supported by properly propagated and executed payrolls, time records,  
17 invoices, contracts, vouchers or other official documentation evidencing in proper detail the  
18 nature and propriety of the charge. All checks, payroll and accounting documents,  
19 pertaining in whole or in part to this CONTRACT, shall be clearly identified and readily  
20 accessible.

21 (e) Disallowed Costs

22 CONTRACTOR will be liable for and will repay to SETA any amounts expended under this  
23 CONTRACT found not to be in accordance with the statutes, rules and regulations as  
24 prescribed by the grantor agencies and the provisions of this CONTRACT including, but not  
25 limited to, disallowed costs. Such repayment will be from funds (non-federal), other than  
26 those received from SETA's funding source(s).

27 (f) Audit

28 This CONTRACT may be audited at any time by a representative of SETA, SETA's various

1 funding sources, and/or the Comptroller General of the United States. Said representative  
2 may be an independent auditor. Such an audit shall be conducted at the discretion of  
3 SETA, SETA's various funding sources, or the Comptroller General according to all  
4 applicable laws, regulations and SETA policies and procedures. CONTRACTOR agrees to  
5 accept responsibility for receiving, replying to and/or complying with any audit exceptions  
6 by appropriate state and federal audit agencies directly related to provisions of this  
7 CONTRACT. CONTRACTOR shall be liable to SETA for the full amount of SETA's liability,  
8 if any, to SETA's various funding sources resulting from any audit exceptions relating to  
9 CONTRACTOR's performance under this CONTRACT.

10 7. Deobligation of Funds

11 Should CONTRACTOR fail to timely meet the performance standards as set forth in this  
12 CONTRACT (specifically including the Work Program, attached hereto as Exhibit 1 and  
13 incorporated herein by reference) for the provision of the services identified in this CONTRACT,  
14 SETA may, at any time and in its sole discretion, deobligate or otherwise reduce or withdraw  
15 funds allocated to CONTRACTOR pursuant to this CONTRACT or, in SETA's sole discretion,  
16 terminate this CONTRACT. Should any of SETA's funding sources reduce funding to SETA,  
17 SETA may, notwithstanding any other provision of this CONTRACT, at any time and in its sole  
18 discretion, deobligate or otherwise reduce or withdraw funds allocated to CONTRACTOR  
19 pursuant to this CONTRACT or, in SETA's sole discretion, terminate this CONTRACT. In the  
20 event of deobligation, SETA may unilaterally amend this CONTRACT identifying the  
21 deobligation. SETA shall have no liability to CONTRACTOR based upon said deobligation or  
22 termination, specifically including, but not limited to, any liability for CONTRACTOR's  
23 consequential damages.

24 8. Suspension or Disallowance of Payments/Suspension of Performance

25 SETA may at any time elect, in its sole discretion and without any liability to CONTRACTOR,  
26 including, but not limited to, liability for consequential damages, and notwithstanding any other  
27 provision of this CONTRACT, to suspend or disallow payment to CONTRACTOR in whole or in  
28 part under this CONTRACT, and/or to suspend performance under this CONTRACT, in the

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- event of any of the following occurrences:
- (a) If CONTRACTOR fails to comply with all requirements of the certifications made in this CONTRACT or any of the exhibits hereto. In the event of suspension on this basis, CONTRACTOR may be ineligible for award of future SETA subgrants/contracts if SETA or its funding source(s) determine(s) that any of the following has occurred: (1) false information is contained in any certification; or (2) CONTRACTOR has violated any of the terms of the certification by failing to carry out any requirements contained therein;
  - (b) If CONTRACTOR shall have made any misrepresentation of any nature with respect to any information or data furnished to SETA in connection with this CONTRACT;
  - (c) If CONTRACTOR submits to SETA any reports which are incorrect or incomplete in any material respect and/or which are not submitted according to deadlines;
  - (d) If CONTRACTOR shall fail to submit timely and/or complete invoices;
  - (e) If CONTRACTOR maintains a pattern of discrimination;
  - (f) If CONTRACTOR is in default of any of the provisions of this CONTRACT or violates any of the covenants, assurances, stipulations or conditions of this CONTRACT;
  - (g) If CONTRACTOR shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under this CONTRACT;
  - (h) If CONTRACTOR dissolves, becomes insolvent, has an assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, or has a receiver appointed for its property;
  - (i) If any of SETA's funding sources reduces funding to SETA below the amount in existence at the time the parties entered into this CONTRACT;
  - (j) If CONTRACTOR provides services under this CONTRACT ineffectively or improperly;
  - (k) If CONTRACTOR fails to comply with applicable federal, state and local laws, administrative regulations, executive orders, or Governor or SETA policies and procedures;
  - (l) If any of SETA's funding sources suspends its funding to SETA (should this occur and SETA is unable to give CONTRACTOR five (5) calendar days notice, SETA shall provide CONTRACTOR reasonable notice under the prevailing circumstances); or

1 (m) If CONTRACTOR is unable or unwilling to comply with any additional conditions as may be  
2 lawfully applied by any of SETA's funding sources or SETA.

3 Any obligations incurred by CONTRACTOR during the suspension period will not be allowed  
4 unless expressly authorized by SETA in the written notice of suspension or in a specific written  
5 authorization document.

6 9. Termination of CONTRACT

7 (a) For Cause

8 SETA may terminate this CONTRACT in the following instances by giving written notice to  
9 CONTRACTOR at least thirty (30) calendar days prior to the effective termination date  
10 stated in the notice:

11 ( 1) If CONTRACTOR fails to comply with all requirements of the certifications made in  
12 this CONTRACT or any of the exhibits hereto. In the event of termination on this  
13 basis, CONTRACTOR may be ineligible for award of future SETA subgrants/  
14 contracts if SETA or its funding source(s) determine(s) that any of the following has  
15 occurred: (A) false information is contained in any certification; or (B) CONTRACTOR  
16 has violated any of the terms of the certification by failing to carry out any  
17 requirements contained therein;

18 ( 2) If CONTRACTOR shall have made any misrepresentation of any nature with respect  
19 to any information or data furnished to SETA in connection with this CONTRACT;

20 ( 3) If CONTRACTOR submits to SETA any reports which are incorrect or incomplete in  
21 any material respect and/or which are not submitted according to deadlines;

22 ( 4) If CONTRACTOR shall fail to submit timely and/or complete invoices;

23 ( 5) If CONTRACTOR maintains a pattern of discrimination;

24 ( 6) If CONTRACTOR is in default of any of the provisions of this CONTRACT or violates  
25 any of the covenants, assurances, stipulations, or conditions of this CONTRACT;

26 ( 7) If CONTRACTOR shall fail, for any reason, to fulfill in a timely, proper, and  
27 reasonable manner its obligations under this CONTRACT;

28 ( 8) If CONTRACTOR dissolves, becomes insolvent, has an assignment for the benefit of

1 creditors, commences a bankruptcy or insolvency proceeding, or has a receiver  
2 appointed for its property;

3 ( 9) If any of SETA's funding sources reduces funding to SETA below the amount in  
4 existence at the time the parties entered into this CONTRACT;

5 (10) If CONTRACTOR provides services under this CONTRACT ineffectively or  
6 improperly;

7 (11) If CONTRACTOR fails to comply with applicable federal, state and local laws,  
8 administrative regulations, executive orders, or Governor or SETA policies and  
9 procedures;

10 (12) If any of SETA's funding sources suspends or terminates its funding to SETA (should  
11 this occur and SETA is unable to give CONTRACTOR thirty (30) calendar days  
12 notice, SETA shall provide CONTRACTOR reasonable notice under the prevailing  
13 circumstances); or

14 (13) If CONTRACTOR is unable or unwilling to comply with any additional conditions as  
15 may be lawfully applied by any of SETA's funding sources or SETA.

16 (b) For Convenience

17 SETA may terminate this CONTRACT for convenience at any time by giving written notice  
18 to CONTRACTOR of such termination and specifying the effective date thereof, at least ten  
19 (10) calendar days before the effective date of such termination.

20 (c) Payment Upon Termination

21 If this CONTRACT is terminated by SETA, as provided in this Paragraph 10,  
22 CONTRACTOR, as its sole remedy, shall be paid an amount which bears the same ratio to  
23 the total compensation, as provided in the Work Program attached hereto as Exhibit 1 and  
24 incorporated herein by reference, as the services actually performed bear to the total  
25 services to be performed by CONTRACTOR under this CONTRACT, less payments of  
26 compensation previously made. Upon termination of this CONTRACT, CONTRACTOR  
27 shall not incur any obligations after the effective date of such termination, unless expressly  
28 authorized by SETA, in writing, in the notice of termination. SETA shall not be liable for



1 any claims of CONTRACTOR for consequential damages. In the event of termination, all  
2 property and finished or unfinished documents, copies of work in progress, completed  
3 work, data, studies and reports purchased or prepared by CONTRACTOR under this  
4 CONTRACT shall, at the option of SETA, become the property of SETA, and shall be  
5 transferred and delivered to SETA in the manner, at the times, and to the extent directed by  
6 SETA. Notwithstanding the above, CONTRACTOR shall not be released of liability by  
7 SETA for damages sustained by SETA by virtue of any breach of this CONTRACT by  
8 CONTRACTOR, including SETA liability for funds wrongfully used or misspent by  
9 CONTRACTOR, disallowed costs, or audit exceptions under this CONTRACT, and SETA  
10 may withhold any payment to CONTRACTOR for purposes of setoff until such time as the  
11 exact amount of damages due SETA from CONTRACTOR is agreed upon or otherwise  
12 determined. Neither this paragraph, nor any other provision of this CONTRACT, shall  
13 release CONTRACTOR from its liability to SETA for wrongfully used or misspent funds or  
14 disallowed costs should the amount of those wrongfully used or misspent funds or  
15 disallowed costs exceed the amount of any payment due CONTRACTOR.

16 10. Procedures for Corrective Action

- 17 (a) Whenever SETA has reasonable cause to believe that CONTRACTOR has failed to comply  
18 with any requirement imposed by any of SETA's funding sources, any provision of this  
19 CONTRACT, SETA or Governor policies or procedures, and/or applicable federal, state  
20 and local laws, executive orders, or administrative regulations, SETA may, in lieu of  
21 immediately giving notice of termination of this CONTRACT pursuant to the provisions of  
22 Paragraph 10, order corrective action and disallow, suspend or delay any and all payments  
23 under this CONTRACT, and/or suspend performance under this CONTRACT, until such  
24 failure is rectified.
- 25 (b) If corrective action is ordered, SETA shall give CONTRACTOR reasonable written notice  
26 (generally no more than thirty (30) calendar days) setting forth the nature of  
27 CONTRACTOR's noncompliance and identifying a procedure whereby CONTRACTOR and  
28 its officers or responsible representative may have an opportunity to meet with SETA for

1 the purpose of considering the nature of corrective action.

2 (c) An order for corrective action shall be in writing and shall set forth specific directions for  
3 corrective action, including a detailed timetable for implementing such directions and for  
4 reporting to SETA as to the implementation process.

5 (d) SETA may suspend or disallow payments to CONTRACTOR and/or suspend performance  
6 in accordance with Paragraph 9 of this CONTRACT during said period of corrective action.

7 (e) If CONTRACTOR shall fail to implement an order for corrective action, or if it shall fail to do  
8 so within the timetable set for implementation, SETA shall recommend to SETA's  
9 Governing Board that this CONTRACT be terminated in accordance with the provisions of  
10 Paragraph 10 of this CONTRACT.

11 (f) Notwithstanding the provisions of this Paragraph 11, SETA shall immediately suspend the  
12 payment of funds to CONTRACTOR when SETA has reasonable cause to believe that  
13 CONTRACTOR has misspent or claimed funds fraudulently and shall cause to be served  
14 upon CONTRACTOR notice of termination pursuant to Paragraph 10 of this CONTRACT.

15 11. Disputes

16 (a) When CONTRACTOR and SETA fail to agree as to whether any work is within the scope of  
17 this CONTRACT, CONTRACTOR shall nevertheless immediately perform such work upon  
18 receipt from SETA of written order to do so. Within fifteen (15) calendar days after receipt  
19 of such order, CONTRACTOR may submit a written protest to SETA, specifying in detail in  
20 what particulars the CONTRACT requirements were exceeded, and the approximate  
21 change in cost resulting therefrom so that SETA will have notice of a potential claim which  
22 may be filed by CONTRACTOR.

23 (b) Failure to submit a protest within the period specified shall constitute a waiver of any and  
24 all right to adjustment in CONTRACT price and CONTRACT time due to such work, and  
25 the CONTRACTOR thereafter shall not be entitled to any adjustment of CONTRACT price  
26 or time therefor. For any such work which is found to exceed the CONTRACT  
27 requirements, there shall be an equitable adjustment in CONTRACT price and CONTRACT  
28 time, and such adjustment shall be evidenced by an amendment to this CONTRACT.

1 (c) If the parties cannot agree upon an equitable adjustment of CONTRACT price, the extent  
2 of such adjustments shall be determined by the Director of Finance of Sacramento County,  
3 which determination shall be final and binding on the parties.

4 12. Property

5 (a) Any property acquired by CONTRACTOR pursuant to this CONTRACT shall be subject to  
6 all rules, procedures, and restrictions as set forth in all applicable federal, state and local  
7 laws and administrative regulations, including SETA policies and procedures, and any  
8 other applicable procedures or regulations that may be established by the federal  
9 government, the State of California and/or SETA.

10 (b) Title to intangible personal property produced or acquired pursuant to this CONTRACT,  
11 including patents and copyrights, shall vest and be held in accordance with applicable  
12 requirements of SETA and its funding sources. CONTRACTOR shall immediately report to  
13 SETA any discovery or invention which arises or is developed in the performance of or  
14 under this CONTRACT.

15 (c) CONTRACTOR shall exercise due care in the use, maintenance, protection, and  
16 preservation of SETA-owned property in CONTRACTOR's possession. Such care shall  
17 include insurance coverage against loss or damage to such property.

18 13. License for Use

19 Any other provision of this CONTRACT notwithstanding, CONTRACTOR agrees to and does  
20 hereby grant to SETA, the federal government and the State of California a royalty-free,  
21 nonexclusive and irrevocable license throughout the world, for government purposes, to publish,  
22 translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data,  
23 including reports, patents, copyrights, drawings, blueprints, and technical information resulting  
24 from the performance of the work under this CONTRACT.

25 14. Right to Reuse

26 If, under the provisions of this CONTRACT, CONTRACTOR develops any systems analysis  
27 products, models, electronic data processing systems, software and related services,  
28 CONTRACTOR agrees that the methods, materials, logic and systems developed pursuant to

1 this CONTRACT shall be the property of SETA, and may be used as SETA sees fit, including  
2 the right to reuse and publish the same without limitation.

3 15. Insurance

4 During the term of this CONTRACT, CONTRACTOR shall maintain insurance coverages in  
5 conformance with the provisions of Exhibit 4, attached hereto and incorporated herein by  
6 reference.

7 16. Personnel

8 (a) CONTRACTOR represents that it has, or will secure at its own expense, all personnel  
9 required to perform its obligations under this CONTRACT. Such personnel shall not be  
10 employees of or have any contractual relationship with SETA, and CONTRACTOR shall  
11 hold SETA harmless from any and all claims against SETA based upon the contention that  
12 an employer-employee relationship exists by reason of this CONTRACT.

13 (b) All of the obligations and/or services to be performed by CONTRACTOR hereunder shall  
14 be performed by CONTRACTOR or by employees of CONTRACTOR under  
15 CONTRACTOR's supervision, and all personnel engaged in the work shall be fully qualified  
16 and shall be authorized under applicable law to perform such services and/or activities.

17 (c) CONTRACTOR agrees that in the performance of its obligations under this CONTRACT no  
18 person having an interest that would conflict, or whose performance would conflict, with the  
19 effective and efficient performance of CONTRACTOR's obligations, as determined by  
20 SETA, shall be employed, engaged or retained.

21 (d) In the event that SETA or its funding source(s), in their sole discretion, either singularly or  
22 jointly, at any time during the term of this CONTRACT, desires the removal of any person  
23 or persons assigned by CONTRACTOR to perform services pursuant to this CONTRACT,  
24 CONTRACTOR shall remove any such person immediately upon receiving notice from  
25 SETA or its funding source(s).

26 (e) CONTRACTOR shall not substitute for personnel set forth in its proposal or this  
27 CONTRACT without the prior written consent of SETA.

28 17. Debarment, Suspension, Termination and/or Revocation

1 (a) CONTRACTOR hereby certifies to the best of its knowledge that neither it nor any of its  
2 principals to be used in the performance of this CONTRACT:

3 ( 1) Is presently debarred, suspended, proposed for debarment, declared ineligible or  
4 voluntarily excluded from covered transactions by any federal department or agency;

5 ( 2) Has within a three (3) year period preceding this CONTRACT been convicted of or  
6 had a civil judgment rendered against them for commission of fraud or a criminal  
7 offense in connection with obtaining, attempting to obtain or performing a public  
8 (federal, state or local) transaction or contract under a public transaction; violation of  
9 federal or state antitrust statutes or commission of embezzlement, theft, forgery,  
10 bribery, falsification or destruction of records, making false statements, or receiving  
11 stolen property;

12 ( 3) Is presently indicted for or otherwise criminally or civilly charged by a governmental  
13 entity (federal, state or local) with commission of any of the offenses enumerated in  
14 subparagraph 2 of this paragraph 18; and,

15 ( 4) Has within a three (3) year period preceding this CONTRACT had one or more public  
16 (federal, state or local) transactions terminated for cause or default.

17 (b) If unable to certify to the best of its knowledge the statements set forth above,  
18 CONTRACTOR and/or any of its principals shall attach to this CONTRACT an account of  
19 the circumstances and any explanations therefor.

20 (c) CONTRACTOR further agrees to request this certification from any subcontractors that  
21 perform services under this CONTRACT.

22 18. Prior Findings

23 CONTRACTOR, by signing this CONTRACT, certifies under penalty of perjury, that it has not  
24 failed to satisfy any major condition in a current or previous contract or grant with the federal  
25 government, the State of California or SETA and has not failed to satisfy conditions relating to  
26 the resolution of a final finding and determination, including repayment of debts.

27 19. National Labor Relations Board Certification

28 CONTRACTOR hereby certifies under penalty of perjury that no more than one final

1 unappealable finding of contempt of court, by a federal court, has been issued against  
2 CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's  
3 failure to comply with an order of a federal court which orders CONTRACTOR to comply with an  
4 order of the National Labor Relations Board.

5 20. Nepotism

6 With respect to the services provided pursuant to this CONTRACT, no member of the  
7 immediate family of any officer, director, executive or employee of CONTRACTOR or SETA  
8 shall receive favorable treatment for enrollment in services provided by, or employment with,  
9 CONTRACTOR, nor shall any individual be placed in an employment activity funded under this  
10 CONTRACT if a member of that individual's immediate family is directly supervised by or  
11 directly supervises that individual. In addition, neither CONTRACTOR nor any of  
12 CONTRACTOR's subcontractors shall hire, or cause or allow to be hired, a person into an  
13 administrative capacity or staff position funded under this CONTRACT, if a member of that  
14 person's immediate family is employed in an administrative capacity for SETA, CONTRACTOR,  
15 or any employment contractor of CONTRACTOR. However, where an applicable federal, state  
16 or local statute regarding nepotism exists which is more restrictive than this provision,  
17 CONTRACTOR and CONTRACTOR's subcontractors shall follow the federal, state or local  
18 statute in lieu of this provision.

19 (a) The term "member of the immediate family" includes: wife, husband, son, daughter,  
20 mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law,  
21 father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-  
22 parent, and step-child.

23 (b) The term "administrative capacity" refers to positions involving overall administrative  
24 responsibility for the program, including members of SETA's Governing Board and any of  
25 its affiliated Boards or Councils and members of the governing body or board of directors of  
26 CONTRACTOR, or where that individual would be the supervisor of an individual paid with  
27 funds provided under this CONTRACT or performing duties under this CONTRACT.

28 (c) The term "staff position" refers to all staff positions providing services under this

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CONTRACT.

21. Conflict of Interest

- (a) Neither an officer, director, executive, employee or agent of CONTRACTOR, nor an elected official in the area shall solicit or accept money or any other consideration from a third person for the performance of an act paid for in whole or in part by SETA or CONTRACTOR pursuant to this CONTRACT.
- (b) CONTRACTOR shall avoid organizational conflict of interest, and its officers, directors, executives and employees shall avoid financial and personal conflict of interest, potential for conflict of interest and appearance of conflict of interest in the performance of this CONTRACT, and in the conduct of procurement activities involving CONTRACT funds.
- (c) CONTRACTOR shall abide by all applicable federal and state laws and regulations and SETA policies regarding conflict of interest.

22. Nondiscrimination/Equal Opportunity

During the performance of this CONTRACT, CONTRACTOR agrees as follows:

- (a) CONTRACTOR shall not discriminate, harass or allow harassment, against any employee, applicant for employment, or any other individual affected by the services being provided by CONTRACTOR pursuant to this CONTRACT because of sex, age, race, creed, color, disability, religion, national origin, political affiliation or belief, or heritage. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, age, race, creed, color, disability, religion, national origin, political affiliation or belief, or heritage. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) CONTRACTOR shall, in all solicitations or advertisements for employment placed by or on

1 behalf of CONTRACTOR, state that all qualified applicants shall receive consideration for  
2 employment without regard to sex, age, race, creed, color, disability, religion, national  
3 origin, political affiliation or belief, or heritage.

4 (c) CONTRACTOR shall send to each labor union or representative of workers with which it  
5 has a collective bargaining agreement or other contract or understanding, a notice to be  
6 provided by the agency contracting officer, advising the labor union or worker's  
7 representative of the CONTRACTOR's commitments under Section 202 of Executive Order  
8 11246 of September 24, 1965, as amended, and shall post copies of the notice in  
9 conspicuous places available to employees and applicants for employment.

10 (d) CONTRACTOR shall comply with all provisions of the Executive Order 11246 of  
11 September 24, 1965, as amended, and of the rules, regulations, and other applicable  
12 orders of the U.S. Government.

13 (e) CONTRACTOR shall furnish all information and reports required by Executive Order 11246  
14 of September 24, 1965, as amended, and by applicable rules, regulations, and orders of  
15 the U.S. Government, or pursuant thereto, and shall permit access to its books, records,  
16 and accounts by the contracting agency and all applicable U.S. Government agencies for  
17 purposes of investigation to ascertain compliance with such rules, regulations, and orders.

18 (f) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this  
19 CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be  
20 canceled, terminated, or suspended in whole or in part and CONTRACTOR may be  
21 declared ineligible for further government contracts in accordance with procedures  
22 authorized in Executive Order 11246 of September 24, 1965, as amended, and such other  
23 sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of  
24 September 24, 1965, as amended, or by other applicable rule, regulation, or order of the  
25 U.S. Government, or as otherwise provided by law.

26 (g) CONTRACTOR shall include the portion of the sentence immediately preceding paragraph  
27 (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order  
28 issued pursuant to this CONTRACT unless exempted by applicable rules, regulations, or



1 orders of the U.S. Government issued pursuant to Section 204 of Executive Order 11246 of  
2 September 24, 1965, as amended, so that such provisions will be binding upon each  
3 subcontractor or vendor. CONTRACTOR shall take such action with respect to any  
4 subcontract or purchase order as may be validly directed by any applicable agency of the  
5 government as a means of enforcing such provisions, including sanctions for  
6 noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in,  
7 or is threatened with, litigation with a subcontractor or vendor as a result of such direction,  
8 CONTRACTOR may request the United States to enter into such litigation to protect the  
9 interests of the United States.

10 23. Licenses and Permits

11 CONTRACTOR shall secure and maintain throughout the term of this CONTRACT all licenses,  
12 permits, qualifications, and approvals of whatsoever nature which are legally required for  
13 CONTRACTOR to practice its profession and to perform the services required in this  
14 CONTRACT.

15 24. Diligent and Timely Performance

16 All services performed by CONTRACTOR shall be performed in a diligent and timely manner  
17 and in accordance with the best practice and procedures in CONTRACTOR's profession.

18 25. Standard of Performance

19 CONTRACTOR shall perform all services required pursuant to this CONTRACT in the manner  
20 and according to the standards observed by a competent practitioner of the profession or field in  
21 which CONTRACTOR is engaged. All work products of whatsoever nature which  
22 CONTRACTOR delivers to SETA or its funding source(s) pursuant to this CONTRACT shall be  
23 prepared in a substantial, first-class and workmanlike manner and conform to standards of  
24 quality normally observed by a person practicing in CONTRACTOR's profession or field.

25 26. Confidentiality

26 All services performed by CONTRACTOR hereunder and each and all of the reports and items  
27 of data and information given to, prepared by, or assembled with the assistance of  
28 CONTRACTOR under the terms of this CONTRACT are confidential and shall not be made

1 available to any individual or organization, except for SETA's funding source(s) and SETA, by  
2 CONTRACTOR without prior written approval of SETA. CONTRACTOR shall also abide by all  
3 applicable laws, regulations, and SETA policies and procedures regarding the release of  
4 participant identities and information. A copy of SETA's policy on Confidentiality of Participant  
5 Records is attached hereto as Exhibit 5 and incorporated herein by reference.

6 27. Unauthorized Financial Benefit

7 Neither CONTRACTOR, nor its officers, agents, or employees shall submit or receive payment  
8 pursuant to any claims paid by SETA under this CONTRACT if any officer, agent, or employee  
9 of CONTRACTOR will derive any financial benefit other than as specifically permitted in this  
10 CONTRACT.

11 28. Contingent Fee

12 CONTRACTOR warrants that no person, selling agency, or other organization, excepting bona  
13 fide employees of CONTRACTOR, has been employed or retained to solicit or secure this  
14 CONTRACT upon an agreement or understanding for commission, percentage, brokerage, or  
15 contingency fee. For breach or violation of this covenant, SETA shall have the right to terminate  
16 this CONTRACT with liability in accordance with Paragraph 10 of this CONTRACT and/or, at its  
17 sole discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the  
18 full amount of such commission, percentage, brokerage, or contingency fee.

19 29. Kickbacks

20 No officer, agent, or employee of CONTRACTOR shall solicit or accept any favor or any  
21 financial interest from any supplier or potential supplier of goods or services under this  
22 CONTRACT including any extension thereof.

23 30. Fraud and Program Abuse

24 CONTRACTOR shall establish and implement appropriate internal program management  
25 procedures to prevent fraud, abuse and criminal activity. CONTRACTOR shall immediately,  
26 and in no event later than twenty-four (24) hours after discovery by CONTRACTOR, notify  
27 SETA whenever in the course of its performance under this CONTRACT it identifies any activity  
28 which constitutes fraud and/or program abuse.

1 31. Political Activity/Lobbying

2 CONTRACTOR assures and certifies that it will comply with all applicable federal and state laws  
3 and administrative regulations, as well as SETA policies, regarding political activity and  
4 lobbying. In this regard, no part of the performance under this CONTRACT shall include  
5 publicity, lobbying or the solicitation of funds for any political activity or to further the election or  
6 defeat of any candidate for office or on behalf of or in opposition to proposed or pending federal,  
7 state or local legislation or administrative action. CONTRACTOR further agrees to comply with  
8 the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31 U.S.C. §1352),  
9 as amended, and corresponding DOL regulations codified at 29 CFR, Part 93, which prohibits  
10 the expenditure of funds provided under a federal contract, grant, loan or cooperative  
11 agreement for the purpose of influencing or attempting to influence an officer or employee of  
12 any federal agency, a Member of Congress, an officer or employee of Congress, or an  
13 employee of a Member of Congress in connection with the awarding, extension, continuation,  
14 renewal, amendment or modification of any such contract, grant, loan or cooperative  
15 agreement. CONTRACTOR agrees to execute and provide to SETA a Certification Regarding  
16 Lobbying and, if necessary, a Disclosure of Lobbying Activities on the forms provided by SETA,  
17 attached hereto as Exhibit 6 and incorporated herein by reference.

18 32. Sectarian Activities

19 CONTRACTOR assures and certifies that this CONTRACT does not provide for the  
20 advancement of, or aid to, any religious sect, church or creed, or sectarian purpose nor does it  
21 help to support or sustain any school, college, university, hospital or other institution controlled  
22 by any religious creed, church, or sectarian denomination whatever, as specified by Article XVI,  
23 Section 5, of the Constitution, regarding separation of church and state. There shall be no  
24 religious workshops, instruction or proselytic action as part of, or in connection with, the  
25 performance of this CONTRACT.

26 33. Delegation/Subcontract/Assignment

27 Unless specifically set forth in the Work Program attached hereto as Exhibit 1 and incorporated  
28 herein by reference, no performance of any of CONTRACTOR's obligations under this

1 CONTRACT may be transferred by subcontract, assignment, delegation, or novation without the  
2 prior express written consent of SETA. Any attempt by CONTRACTOR to assign, delegate or  
3 subcontract any performance of its obligations hereunder without the prior express written  
4 consent of SETA shall be null and void and shall constitute a breach of this CONTRACT.  
5 Whenever CONTRACTOR is authorized to subcontract, delegate, or assign, it shall include all  
6 the terms of this CONTRACT in each subcontract, delegation, assignment or novation. Any  
7 subcontractor, delegate or assignee shall be subject to all applicable provisions of this  
8 CONTRACT, and all applicable federal, state and local laws and regulations. CONTRACTOR  
9 agrees to be held fully responsible to SETA for the performance of any subcontractor, delegate  
10 or assignee and to hold SETA harmless against any liability incurred by the subcontractor,  
11 delegate or assignee.

12 34. Independent Contractor

13 It is specifically agreed that in the making and executing of this CONTRACT, CONTRACTOR  
14 and the agents and employees of CONTRACTOR are independent contractors and are not and  
15 shall not be construed to be agents or employees of SETA, and that CONTRACTOR and the  
16 agents and employees of CONTRACTOR shall have no authority, express or implied, to act on  
17 behalf of SETA or to bind SETA to any obligation whatsoever.

18 35. Indemnification

19 CONTRACTOR agrees to indemnify, defend and hold harmless SETA and its officers, agents,  
20 employees, and volunteers, from and against any suits, actions, claims, causes of action, cost  
21 demands, judgments, damages, costs and expenses of whatever nature, including court costs  
22 and reasonable attorney's fees, arising out of or resulting from CONTRACTOR's performance  
23 under this CONTRACT, including CONTRACTOR's failure to comply with or carry out any of the  
24 provisions of this CONTRACT and acts of negligence or omission of CONTRACTOR, or anyone  
25 employed directly, indirectly or by independent contract by CONTRACTOR, including  
26 volunteers, regardless of whether caused in part by a party indemnified hereunder.

27 36. Laws

28 CONTRACTOR shall comply with all applicable laws, ordinances, codes, administrative

1 regulations, guidelines and policies of the United States, the State of California and local  
2 governments, specifically including, but not limited to, SETA policies and procedures. If any  
3 such laws, ordinances, codes, administrative regulations, guidelines or policies are amended or  
4 revised, CONTRACTOR shall comply with such amendments, revisions or modifications or shall  
5 notify SETA within thirty (30) calendar days after promulgation of the amendments, revisions or  
6 modifications that it cannot so conform so that SETA may take appropriate action, including  
7 termination of this CONTRACT.

8 37. Clean Air and Clean Water

9 If this CONTRACT is in excess of \$100,000.00, CONTRACTOR agrees to comply with all  
10 applicable standards, orders, or requirements issued under Section 306 of the Federal Clean  
11 Air Act (42 U.S. Code §1857(h)), Section 508 of the Federal Water Pollution Control Act (33  
12 U.S. Code §1368), Executive Order 11738, and Environmental Protection Agency (EPA)  
13 regulations (40 CFR, Part 15). Under these laws and regulations, the CONTRACTOR assures  
14 that:

- 15 (a) No facility to be utilized in the performance of the proposed grant has been listed on the  
16 EPA List of Violating Facilities;
- 17 (b) CONTRACTOR shall notify SETA, prior to award, of the receipt of any communication from  
18 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for  
19 the grant is under consideration to be listed on the EPA List of Violating Facilities;
- 20 (c) CONTRACTOR shall notify SETA and the U.S. EPA about any known violation of the  
21 above laws and regulations; and,
- 22 (d) CONTRACTOR shall include substantially this assurance, including this fourth part, in  
23 every nonexempt subgrant, contract, or subcontract.

24 38. Press Releases and Communications

25 CONTRACTOR shall not communicate with the press, television, radio or any other form of  
26 media regarding its duties or performance under this CONTRACT without the prior express  
27 written consent of SETA. Unless otherwise directed by SETA, in all communications,  
28 CONTRACTOR shall make specific reference to the funding source(s) and shall identify SETA

1 as the funding agency which is funded by the funding source(s).

2 39. Immigration Reform and Control Act of 1986

3 CONTRACTOR assures that it shall be in compliance with the Immigration Reform and Control  
4 Act of 1986, specifically including, but not by way of limitation, the antidiscrimination provisions  
5 of Section 102, as well as requirements disqualifying certain legalized aliens from receiving  
6 benefits under this CONTRACT for five (5) years from the date they were granted temporary  
7 resident status, even if they have been provided status according to Section 245A (amnesty or  
8 legalization) and 210A (replenishment workers) of the Immigration and Nationality Act, as  
9 amended.

10 40. Drug-Free Workplace Certification

11 By signing this CONTRACT, CONTRACTOR hereby certifies under penalty of perjury under the  
12 laws of the State of California that CONTRACTOR will comply with the requirements of the  
13 Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR, Part  
14 98) and will provide a drug-free workplace by taking the following actions:

15 (a) Publish a statement notifying employees that unlawful manufacture, distribution,  
16 dispensation, possession, or use of a controlled substance is prohibited and specifying  
17 actions to be taken against employees for violations, as required by Government Code  
18 Section 8350(a).

19 (b) Establish a Drug-Free Awareness Program as required by Government Code Section  
20 8355(b) to inform employees about all of the following:

- 21 ( 1) the dangers of drug abuse in the workplace;
- 22 ( 2) CONTRACTOR's policy of maintaining a drug-free workplace;
- 23 ( 3) any available counseling, rehabilitation and employee assistance programs; and,
- 24 ( 4) penalties that may be imposed upon employees for drug abuse violations.

25 (c) Provide, as required by Government Code Section 8355(c), that every employee who  
26 performs services funded under the CONTRACT:

- 27 ( 1) will receive a copy of CONTRACTOR's drug-free policy statement; and,
- 28 ( 2) will agree to abide by the terms of CONTRACTOR's statement as a condition of

1 employment under the CONTRACT.

2 41. Successors

3 At the sole discretion of any successor-in-interest of SETA, this CONTRACT shall bind and  
4 inure to that successor-in-interest of SETA, in the same manner as if such party had been  
5 expressly named herein. This CONTRACT shall only bind and inure to a successor-in-interest  
6 of CONTRACTOR upon SETA's prior express written consent.

7 42. Entire Agreement/Modifications

8 This CONTRACT constitutes the entire agreement between the parties hereto for services  
9 furnished pursuant to this CONTRACT and no oral understanding not incorporated herein shall  
10 be binding on any of the parties hereto. Except as otherwise provided in this CONTRACT, this  
11 CONTRACT may be modified, altered, or revised only on the written consent of both parties  
12 hereto. However, any other provision of this CONTRACT notwithstanding, this CONTRACT is  
13 subject to any additional restrictions, limitations, policies or conditions enacted by the federal or  
14 state government, any applicable local government or SETA or any law or regulation enacted by  
15 the federal or state government or any applicable local government which may affect the  
16 provisions, terms or funding of this CONTRACT and SETA may unilaterally amend this  
17 CONTRACT in this regard.

18 43. Severability of Provisions

19 If any provision of this CONTRACT is held invalid, the remainder of this CONTRACT shall not  
20 be affected thereby, if such remainder would then continue to conform to terms and  
21 requirements of applicable law.

22 44. Titles

23 The titles to the paragraphs of this CONTRACT are solely for the convenience of the parties  
24 and are not an aid in the interpretation of this CONTRACT.

25 45. Waiver

26 The waiver by SETA of any default, breach or condition precedent hereunder shall not be  
27 construed as a waiver on the part of SETA of any other default, breach or condition precedent,  
28 or any other right hereunder.

1 46. Limitation of Actions

2 In the event the funding source(s) disallow(s) any costs incurred by CONTRACTOR in the  
3 performance of this CONTRACT, SETA may bring an action against CONTRACTOR for the  
4 recovery of such disallowed costs at any time within five (5) years following final resolution of  
5 the applicable funding source(s) audit wherein such costs were disallowed. Such disallowed  
6 costs shall be deemed to constitute a continuing breach of contract until such final resolution  
7 and each day thereof shall give rise to a cause of action.

8 47. California Law

9 Except where controlled by federal statutes or administrative regulations, this CONTRACT shall  
10 be governed according to the laws of the State of California and SETA policies and procedures.

11 48. Notices

12 All notices to be given to either of the parties under this CONTRACT shall be given by deposit in  
13 the United States mail, first-class postage prepaid, addressed to the applicable party at the  
14 address set forth below the signature of each party to this CONTRACT or by personal service.  
15 Notices given by mail shall be deemed served three (3) days after deposit in the United States  
16 mail, or when received, whichever is sooner.

17 49. Enforceable CONTRACT

18 This CONTRACT shall become a valid enforceable agreement only after it is signed by  
19 authorized agents of the parties.

20  
21  
22  
23  
24  
25  
26  
27  
28



1 50. Time of the Essence

2 Time is of the essence in the performance of this CONTRACT.

3 THEREFORE, the Parties have executed this CONTRACT NO. \_\_\_\_\_.

4 SACRAMENTO  
5 EMPLOYMENT AND TRAINING AGENCY  
6 (SETA)

7 Dated: \_\_\_\_\_, 20\_\_\_\_

8 BY: \_\_\_\_\_  
9 (Signature of Authorized Officer)

10 Kathy Kossick, Executive Director  
11 (Name and Title of Authorized Officer)

12 925 Del Paso Blvd.  
13 (Address)

14 Sacramento, CA 95815-3512  
15 (City, State, Zip Code)

16 \_\_\_\_\_  
17 (Legal Name of CONTRACTOR)

18 Dated: \_\_\_\_\_, 20\_\_\_\_

19 BY: \_\_\_\_\_  
20 (Signature of Authorized Officer)

21 \_\_\_\_\_  
22 (Name and Title of Authorized Officer)

23 \_\_\_\_\_  
24 (Address)

25 \_\_\_\_\_  
26 (City, State, Zip Code)

27  
28

**COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 84308**

In order to comply with the provisions of California Government Code Section 84308 and the Regulations of the California Fair Political Practices Commission, each respondent must fully complete the "Party Disclosure Form". Additionally, all participants (as defined in the attached "Participant Disclosure Form") identified by the respondent in the proposal must file the "Participant Disclosure Form". If other individuals or entities become or are identified as parties or agents during the time the Workforce Investment Board or Sacramento Employment and Training Agency is considering a respondent's proposal, additional Party Disclosure Forms must be filed with the Sacramento Employment and Training Agency. Participants who are later identified will be requested to file a "Participant Disclosure Form".

Government Code Section 84308

**PARTICIPANT DISCLOSURE FORM**

Information Sheet

**SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**

This form must be completed by participants in a proceeding involving a license, permit, or other entitlement for use, including a subgrant or contract, pending before the Sacramento Employment and Training Agency.

**Important Notice**

**Basic Provisions of Section 84308**

- I. You are prohibited from making a campaign contribution of \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member or any candidate for such a position. This prohibition starts on the date you begin to actively support or oppose an application of a license, permit, or other entitlement for use pending before the Workforce Investment Board or Sacramento Employment and Training Agency, and continuing until three months after a final decision is rendered on the application or proceeding by the Workforce Investment Board or Sacramento Employment and Training Agency.

No Workforce Investment Board or Sacramento Employment and Training Agency board member or candidate may solicit or receive a campaign contribution of \$250 or more from you and/or your agent during this period if the board member or candidate knows or has reason to know that you are a participant.

- II. The attached disclosure form must be filed if you or your agent have contributed \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member or candidate for the Workforce Investment Board or Sacramento Employment and Training Agency during the 12 month period preceding the beginning of your active support or opposition. It will assist the board members in complying with the law.
- III. If you or your agent have made a contribution of \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member or candidate during the 12 months preceding the decision in the proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the board member or candidate returns the campaign contribution within 30 days of learning about both the contribution and the fact that you are a participant to the proceeding.

This form should be completed and filed the first time that you lobby in person, testify in person before, or otherwise directly act to influence the vote of the members of the Workforce Investment Board or Sacramento Employment and Training Agency.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use, including a subgrant or contract, if:
  - A. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the decision of the proceeding before the Workforce Investment Board or Sacramento Employment and Training Agency.

AND

- B. The individual or entity, directly or through an agent, does any of the following:
  - (1) Communicates directly, either in person or in writing, with a member of the Workforce Investment Board or Sacramento Employment and Training Agency for the purpose of influencing the member's vote on the application or proposal;
  - (2) Communicates with an employee of the Workforce Investment Board or Sacramento Employment and Training Agency for the purpose of influencing a member's vote on the application or proposal; or
  - (3) Testifies or makes an oral statement before the Workforce Investment Board or Sacramento Employment and Training Agency during a proceeding on a license, permit or other entitlement for use for the purpose of influencing the decision of the Workforce Investment Board or Sacramento Employment and Training Agency.
2. A proceeding involving "a license, permit or other entitlement for use" includes all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment) and all franchises.
3. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an agent is acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity or corporation, both the business entity or corporation and the individual are agents.

4. To determine whether a campaign contribution of \$250 or more has been made by a participant or his or her agent, campaign contributions made by the participant within the preceding 12 months must be aggregated with those made by the agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different Workforce Investment Board or Sacramento Employment and Training Agency board members or candidates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact PATTYE DOWNING, Employment and Training Analyst III, Sacramento Employment and Training Agency, 925 Del Paso Blvd., Sacramento, California, 95815-3608, (916) 263-3838, or the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

**Participant Disclosure Form**

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Phone)

Title of Request for Proposals for which proposal is hereby submitted:

\_\_\_\_\_

Workforce Investment Board or Sacramento Employment and Training Agency board member to whom you and/or your agent made campaign contributions in aggregation of \$250 or more and dates of contributions:

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Participant): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Participant): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Participant): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

(Use additional sheet, if necessary)

No contributions made.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Participant and/or Agent)

**PARTY DISCLOSURE FORM**  
Information Sheet

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

This form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement of use, including a subgrant or contract, pending before the Sacramento Employment and Training Agency.

Important Notice

Basic Provisions of Section 84308

- I. You are prohibited from making a campaign contribution of \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member or any candidate for such position. This prohibition begins on the date your proposal is filed or the proceeding is initiated, and the prohibition ends three months after a final decision is rendered by the Workforce Investment Board or Sacramento Employment and Training Agency. In addition, no Workforce Investment Board or Sacramento Employment and Training Agency board member or candidate may solicit or accept a campaign contribution of \$250 or more from you during this period.

These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholders as well.

- II. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member, or any candidate for the position during the 12 month period preceding the filing of the application or the initiation of the proceeding.
- III. If you or your agent have made a contribution of \$250 or more to any Workforce Investment Board or Sacramento Employment and Training Agency board member or candidate during the 12 months preceding the decision on the application or proceeding, that board member must disqualify himself or herself from the decision. However, disqualification is not required if the board member or candidate returns the campaign contribution within 30 days of learning about both the contribution and the proceedings.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment) and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an agent is acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity or corporation, both the business entity or corporation and the individual are agents.
3. To determine whether a campaign contribution of \$250 or more has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Campaign contributions made to different Workforce Investment Board or Sacramento Employment and Training Agency board members or candidates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact PATTY DOWNING, Employment and Training Analyst III, Sacramento Employment and Training Agency, 925 Del Paso Blvd., Sacramento, California, 95815-3608, (916) 263-3838, or the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.



**Party Disclosure Form**

**SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**

Party's Name: \_\_\_\_\_

Party's Address: \_\_\_\_\_

(Street)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)(Phone)

Title of Request for Proposals for which proposal is hereby submitted:

\_\_\_\_\_

Workforce Investment Board or Sacramento Employment and Training Agency board member to whom you and/or your agent made campaign contributions in aggregation of \$250 or more and dates of contributions:

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

Name of Board Member: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount: \_\_\_\_\_

(Use additional sheet, if necessary)

No contributions made.

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Party and/or Agent)

SACRAMENTO EMPLOYMENT & TRAINING AGENCY  
Governing Board

**Chair**

**Supervisor Jimmie Yee**  
County of Sacramento  
700 "H" Street  
Sacramento, CA 95814  
Phone: 874-5481  
Fax: 874-7593  
e-mail: [jyee@saccounty.net](mailto:jyee@saccounty.net)

**Council Member Bonnie Pannell**  
City of Sacramento  
915 "I" Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814  
Phone: 808-7008  
Fax: 808-7680  
e-mail: [bpannell@cityofsacramento.org](mailto:bpannell@cityofsacramento.org)

**Sophia Scherman**  
Public Representative  
Elk Grove City Hall  
8400 Laguna Palms Way  
Elk Grove, CA 95758  
e-mail: [scherman@sophia-elkgrove.com](mailto:scherman@sophia-elkgrove.com)

**Supervisor Don Nottoli**  
County of Sacramento  
700 "H" Street  
Sacramento, CA 95814  
Phone: 874-5465  
Fax: 874-7593  
e-mail: [nottolid@saccounty.net](mailto:nottolid@saccounty.net)

**Council Member Kevin McCarty**  
City of Sacramento  
915 "I" Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814  
Phone: 808-7006  
Fax: 808-7680  
e-mail: [kmccarty@cityofsacramento.org](mailto:kmccarty@cityofsacramento.org)

*Current as of February 1, 2009*

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

Date

## Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signatory

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Date

**DISCLOSURE OF LOBBYING ACTIVITIES**

ATTACHMENT 2

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p style="padding-left: 40px;">Tier _____, if known:</p> <p><b>Congressional District, if known:</b> _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b> _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p><b>11. Amount of Payment</b> (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b></p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Telephone No.</b> _____ <b>Date</b> _____</p>	
<p><b>Federal Use Only:</b></p>		<p><b>Authorized for Local Reproduction Standard Form - LLL</b></p>

## EXHIBIT D

### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of a covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g., Request for Proposals (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**EXHIBIT D**

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_ of



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**Certification Regarding Drug-Free Workplace

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (B) Establishing an ongoing drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The subrecipient's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (C) Making it a requirement that each employee to be engaged in the performance of any subgrant be given a copy of the statement required by paragraph (A);
- (D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the subgrant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- (E) Notifying the Sacramento Employment and Training Agency (hereinafter referred to as the SETA), in writing, within ten (10) calendar days after receiving notice under paragraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every subgrant officer or other designee on whose subgrant activity the convicted employee was working, unless the SETA has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected subgrant;
- (F) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (D)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

The subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific subgrant:

Place of Performance (Street address, city, county, state, zip code)

---

---

---

Check if there are workplaces on file that are not identified here.

\_\_\_\_\_  
(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

## INSTRUCTIONS FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

1. By signing and/or submitting this application or subgrant agreement, the subrecipient is providing the certification required by 20 CFR §667.200(d) and 29 CFR Part 98.
2. The certification is a material representation of fact upon which reliance is placed when the Sacramento Employment and Training Agency (hereinafter referred to as the SETA) awards the subgrant. If it is later determined that the subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the SETA, in addition to any other remedies available, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under subgrants, for subrecipients other than individuals, need not be identified on the certification. If known, they may be identified in the subgrant application. If the subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for inspection. Failure to identify all known workplaces constitutes a violation of the subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the subgrant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority while in operation, employees in each local office, etc.).
5. If the workplace identified to the agency changes during the performance of the subgrant, the subrecipient shall inform the SETA of the change(s), if it previously identified the workplaces in question (see paragraph 3).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

*Controlled substance* means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

*Conviction* means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

*Criminal drug statute* means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

*Employee* means the employee of a subrecipient directly engaged in the performance of work under a subgrant, including:

- ( i) All *direct charge* employees;
- ( ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the subgrant; and,
- (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the subgrant and who are on the subrecipient's payroll. This definition does not include workers not on the payroll of the subrecipient (e.g., volunteers, consultants or independent contractors not on the subrecipient's payroll).

INSURANCE PREQUALIFICATION

We do not presently have a contract with SETA.  
Our completed NEW APPLICANT INSURANCE QUESTIONNAIRE is attached.

IT IS ACKNOWLEDGED THAT IT IS OUR ORGANIZATION'S SOLE OBLIGATION TO PROCURE INSURANCE COVERAGE IN CONFORMANCE WITH SETA'S REQUIREMENTS.

AUTHORIZATION IS HEREBY GIVEN TO SETA TO CONTACT OUR ORGANIZATION'S INSURANCE AGENT(S) OR BROKER(S) AND/OR INSURANCE COMPANIES IN ORDER TO CONFIRM THAT OUR ORGANIZATION'S INSURANCE COVERAGE MEETS SETA'S REQUIREMENTS.

\_\_\_\_\_  
(Name of Corporation/Entity)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

**ALL NEW AGENCIES APPLYING FOR FUNDING MUST SUBMIT THIS DOCUMENT. IF THIS DOCUMENT IS NOT SUBMITTED, THE AGENCY WILL NOT BE CONSIDERED FOR FUNDING.**

NEW APPLICANT INSURANCE QUESTIONNAIRE

Name of Corporation/Entity: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

1. FIDELITY AND DEPOSITORS' FORGERY COVERAGES

- A. Insurance Company: \_\_\_\_\_
- B. Policy Number: \_\_\_\_\_
- C. Bond Limit: \_\_\_\_\_
- D. Deductible: \_\_\_\_\_
- E. Expiration Date: \_\_\_\_\_

2. PROPERTY COVERAGE

- A. Insurance Company: \_\_\_\_\_
- B. Policy Number: \_\_\_\_\_
- C. Property Limit: \_\_\_\_\_
- D. Deductible: \_\_\_\_\_
- E. Valuation:  Replacement Cost  Actual Cash Value
- F. Expiration Date: \_\_\_\_\_

3. GENERAL LIABILITY COVERAGE

- A. Insurance Company: \_\_\_\_\_
- B. Policy Number: \_\_\_\_\_
- C. Limit: \_\_\_\_\_
- D. Deductible: \_\_\_\_\_
- E. Coverage Form:  Occurrence Type  Claims Made Type
- F. Expiration Date: \_\_\_\_\_

4. VEHICLE LIABILITY COVERAGE

- A. Insurance Company: \_\_\_\_\_
- B. Policy Number: \_\_\_\_\_
- C. Limit: \_\_\_\_\_
- D. Deductible: \_\_\_\_\_
- E. Expiration Date: \_\_\_\_\_

5. PROFESSIONAL LIABILITY (IF ANY)

- A. Insurance Company: \_\_\_\_\_
- B. Policy Number: \_\_\_\_\_
- C. Limit: \_\_\_\_\_
- D. Expiration Date: \_\_\_\_\_

6. WORKERS' COMPENSATION

- A. Insurance Company: \_\_\_\_\_
- B. Policy Number: \_\_\_\_\_
- C. Expiration Date: \_\_\_\_\_

7. INSURANCE BROKER OR AGENT

- A. Name of Agency: \_\_\_\_\_
- B. Address: \_\_\_\_\_

C. Phone \_\_\_\_\_ Number: \_\_\_\_\_