



Sacramento
Employment and
Training
Agency

**925 Del Paso Blvd., Suite 100
Sacramento, CA 95815**

REQUEST FOR PROPOSALS

FOR

**HUMAN RESOURCES INFORMATION SYSTEM
(HRIS)**

Release Date: March 4, 2021

Due Date: April 2, 2021

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SECTION I: INTRODUCTION AND GENERAL INFORMATION

The Sacramento Employment and Training Agency (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. SETA 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 Innovation and Opportunity Act (WIOA), services to refugees under the Refugee Social Services Grants; human services under the Community Services Block Grant; and educational programs under Head Start.

SETA is an equal opportunity employer and contractor and does not discriminate in contracting on the basis of sex, marital status, age, race, creed, color, disability or physical or mental condition, religion, national origin or ancestry, political affiliation or belief, or heritage. In order to comply with federal procurement regulations and SETA's Procurement Policies, consideration in the contracting process will be given to small and minority owned firms, women's business enterprises and labor surplus area firms, all of which are encouraged to respond to this Request for Proposals.

SETA is issuing this Request For Proposals (RFP) pursuant to SETA's Procurement Policies and Procedures to solicit proposals for a Human Resources Information System (HRIS) to serve its current and projected human resource and payroll needs. The scope of functionality for the proposed HRIS solution is to centralize all personnel data securely by integrating all systems including employee records, benefits, payroll, time and attendance, training, applicant tracking system, onboarding, offboarding, performance management, and e-forms. SETA will select a contractor by a weighted process using some or all of the following criteria: responses to the requirements listed in this RFP; demonstrations; user group contacts; site visits; references; etc. The preferred solution selected by SETA will be the one deemed most compatible with the long-term needs of SETA.

The target date for full implementation of this HRIS is July 1, 2021.

SETA currently uses a High Line product called Personality and anticipates supporting approximately 600 active employees in the upcoming year. SETA is treated like a special district and participates in the Sacramento County Employee's Retirement System (SCERS) as well as other benefit programs offered by the County of Sacramento.

A. GENERAL INSTRUCTIONS AND CONDITIONS

(1) Inquiries

All inquiries concerning this RFP will be answered at the proposers' conference. Prior to the proposers' conference, inquiries concerning this RFP must be submitted in writing to:

D'et Saurbourne, Fiscal Chief, at: Det.Saurbourne@seta.net

(2) Ambiguity - Conflict or Other Errors in RFP

If a proposer discovers any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP, the proposer shall immediately notify SETA of such error(s) 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 same. Revisions will be posted to the Public Information section of SETA's web-site: www.seta.net.

If the proposer fails to notify SETA, prior to the date and time fixed for modification, of an error in the RFP, 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 posted to the Public Information section of SETA's web-site: www.seta.net.

Proposers are strongly encouraged to review SETA's web-site for modifications or clarifications prior to submitting their proposal.

(3) Proposers' Conference

A proposers' conference will be held so that proposers may have the opportunity to raise questions pertaining to the development of their proposals. It is not the intent of this conference to offer personalized technical assistance, but rather to provide examples, clarify information or answer questions relevant to the RFP. Attendance is optional. The conference will be held on March 11, 2021, 2:00 p.m. PST via Zoom.

Zoom Meeting ID: 833 2937 8814

Meeting link: <https://us02web.zoom.us/j/83329378814>

Join by phone: (669) 900-6833

(4) Schedule of Events

Release of RFP	March 4, 2021
Proposers' Conference	March 11, 2021 2:00 p.m.PST
Proposals Due	April 2, 2021 4:00 p.m. PDT
Product Demonstrations (from top proposers)	Week of April 12, 2021
SETA Governing Board Final Award Decision	April 29, 2021

(5) Submission of Proposals

(a) Electronic Submission

All proposals must be received by SETA no later than 4:00 p.m., PDT, Friday, April 2, 2021. In accordance with SETA's procurement policies and procedures, proposals received after 4:00 p.m., PDT., Friday, April 2, 2021 will not be considered. **Late proposals will not be accepted.**

To be considered, proposers must submit a portable document format (PDF) copy of their proposal developed in response to this RFP. **Proposals must be emailed to:**

D'et Saurbourne, Fiscal Chief, at: Det.Saurbourne@seta.net

(b) Proposal Preparation Cost

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

(c) Signature of Proposal

Be advised that signatures reflected in the proposals submitted in response to this RFP are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

(d) Proposal Obligation

The contents of the proposal and any clarification thereto submitted by the successful proposer may, at the sole option of SETA, become part of the contractual obligation and be incorporated by reference into the ensuing contract.

(e) Implied Requirements

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the proposer, shall be included in the proposal.

(6) Withdrawal of Proposals

The proposer may withdraw a proposal by submitting a written request for its withdrawal to Ms. D'et Saurbourne, Fiscal Department Chief, at any time prior to the proposal submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, oral or written, will not be considered after the deadline

(7) Status of Proposal

(a) Disposal of Proposal

All proposals become the property of SETA and will not be returned to the proposer.

(b) Disclosure of Proposal Content

It is the responsibility of proposers to identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that SETA agrees with that designation, such information will be held in strict confidence. All other information will be considered public. In the event any information is considered confidential pursuant to the foregoing, and any person makes a request for disclosure of the information, SETA shall notify the proposer submitting such information that such a request has been made. Unless the proposer immediately agrees to assume the defense of such request and pay all costs associated therewith (including any attorney's fees which might be awarded to the prevailing party), SETA shall have no further obligation to the proposer to retain the information as confidential. Further, the proposer shall expressly agree to indemnify SETA against any cost resulting from nondisclosure of the information.

(8) Contractual Development

SETA intends to enter into a contractual agreement with the successful proposer substantially in accordance with SETA's Payroll Services Contract, a copy of which is attached to this RFP as Exhibit C. Proposers responding to this RFP are prohibited from taking exception to any language contained within said document. 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 amenable to inclusion, in a contract, of any information provided either in response to this RFP or subsequently during the selection process.

At the proposer's own expense and prior to submitting a proposal, each proposer shall examine the Payroll Services Contract and determine the conditions that may in any way affect the performance of the work; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and code affecting the performance of the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with the requirements of the contract document.

(9) Insurance Requirements

Prior to contract execution and commencement of project performance, SETA shall receive from contractor's insurer a certificate of insurance, and applicable endorsements issued by the funded agency's insurance carrier, indicating all coverages pursuant to SETA's insurance requirements. SETA's insurance requirements can be found in Exhibit B.

SETA is very exacting with regard to the insurance requirements. If an agency's insurance is not in place prior to the start of the project, the agency will not be allowed to start. 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. Project performance may be suspended shortly thereafter if the agency's new insurance certificate(s) is/are not filed with the SETA Contracts Unit.

(10) Contract Term

SETA will award the contract for a two-year term beginning no earlier than April 29, 2021 and ending June 30, 2023. SETA shall have the exclusive option to extend the contract for additional period(s) beginning July 1, 2023 (see paragraph 11, "Contract Extension," for further details regarding contract extension).

(11) Contract Extension

SETA may, in its sole discretion, renew the contract for additional terms of one or more years 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.

(12) 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. If only one responsive proposal is received, SETA will deem this competition to have failed. In such an event, SETA may, in its sole discretion, proceed with Noncompetitive Proposal procurement or cancel this RFP and proceed with a new competitive procurement. SETA will require successful respondent agencies to participate in contract negotiations and to submit any programmatic, financial, or other revision of their proposal as may result from negotiations prior to any contract finalization. SETA shall reserve the right to terminate, with or without cause, any contract entered into as a result of this RFP process.

(13) MBE/WBE Participation

SETA encourages the utilization of Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) in the procurement of goods and services whenever possible. To encourage the participation of MBE/WBE businesses in its procurement, SETA actively solicits qualified MBE/WBE businesses to respond to its Requests for Proposals. If subcontracting is anticipated for services, SETA requires respondents to demonstrate good-faith efforts to obtain qualified MBE/WBE subcontractors. For this Request for Proposals, SETA does not anticipate that any services will be subcontracted and, therefore, no good-faith efforts will be required. Nevertheless, to assist SETA in monitoring its usage of qualified MBE/WBE firms, certified MBE/WBE businesses should submit proof of such certification with their response to this Request for Proposals.

To qualify for MBE/WBE status, a respondent must be certified as a MBE and/or WBE by the City of Sacramento, Office of Minority, Women and Small Business or such other agency that provides for comparable certification consistent with Part 23 of Title 49 of the Code of Federal Regulations (CalTrans and the Sacramento Regional Transit Authority are examples of such comparable certification agencies). For purposes of this provision, the following definitions apply:

MBE: An MBE must be an independent business concern which is at least 51% owned and controlled by a minority group member. Ownership and control are measured by a variety of factors including: (1) responsibility for performance of the work; (2) management responsibility and control; (3) at least 51% share of profits and risks; (4) other data (such as voting rights) that may be related to ownership and/or control. Minority individuals who qualify for consideration in the establishment of an MBE are listed below:

- (1) Black Americans: persons having origins in any of the black racial groups of Africa;
- (2) Hispanic Americans: persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin regardless of race;

- (3) Native Americans: persons having origins in any of the original peoples of North America;
- (4) Asian/Pacific Islanders: persons whose origins are from Bangladesh, Cambodia, China, Guam, India, Indonesia, Japan, Korea, Laos, Malaysia, Northern Marianas, Pakistan, Philippines, Samoa, Singapore, Taiwan, the U.S. Trust Territories of the Pacific and Vietnam.

WBE: A WBE must be an independent business concern which is at least 51% owned and controlled by a woman or women. Ownership and control are measured by a variety of factors including: (1) responsibility for performance of the work; (2) management responsibility and control; (3) at least 51% share of profits and risk; (4) other data (such as voting rights) that may be related to ownership and/or control.

B. EVALUATION AND SELECTION PROCESS

(1) Evaluation Process

Proposals will be evaluated in detail. Proposers may be asked to present and explain their proposals at management and technical levels. The proposal which then appears functionally most favorable will be compared to other proposals for cost purposes. The analysis will examine differences in costs and benefits.

The evaluation may result in the initial selection of more than one proposer. Before final award, SETA may meet and interview these selected proposers or request a demonstration of the proposed product. Upon selection of a proposer by the SETA Governing Board, contract negotiations will begin as soon as possible. If a contract for any reason cannot be negotiated, another proposer may be selected. SETA reserves the right to negotiate a contract with one or more proposers. Only one contract, however, will be awarded.

If inclusion of any of SETA's proposed contract provisions will result in higher costs for the services, such costs must be specifically identified in the proposal.

(2) 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 services 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 firm.
- Experience and professional activities of staff involved.
- Size and structure of the firm.

- Past performance of the proposer on work previously done for SETA or similar government agencies.

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

- Features, functionality and usability of software.
- Screen layout/appearance and flow of applications.
- Review of existing proposer client base with emphasis on public sector.
- Cost of software and total contract price.
- Capability and cost to perform any conversion necessary.
- Hardware costs to comply with optimum software performance.
- Quality of software manuals, or other documentation/training aids.
- Software maintenance/support cost.
- Proposer's ability to support the system, including installation, conversion, software, training, and hardware/software maintenance and support.
- Ability to train user personnel.
- Review of the demonstrations given by each proposer.
- Ability to meet the scheduled timeline.
- Proposer credentials and qualifications.
- Amount of support required by the SETA staff for implementing the system.
- Reports available and/or reporting capability.
- Information on prior claims involving the proposer.
- Proposed contract provisions.
- Information regarding the 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.

(3) Evaluation Committee

The evaluation will be performed by a committee of SETA Management and Confidential Unrepresented employees. The SETA Governing Board will make the final selection decision. SETA may require representatives of the proposer to make oral presentations or to provide written clarification of the proposal.

(4) Right of Rejection

SETA reserves the right to reject any or all proposals.

SETA retains exclusive discretion to determine:

- Whether a proposal is responsive and conforms to the provisions of this RFP;
- Whether a proposer should be allowed to submit supplemental information;

- Whether a proposer will be interviewed and/or invited to provide a product demonstration; and
- Whether irregularities or deficiencies in a Proposal should be waived.

C. PROTEST PROCEDURES TO RESOLVE PROCUREMENT DISPUTES

All protests must be submitted in writing to the Executive Director's office at Kathy.Kossick@seta.net no later than fifteen (15) days after awarding of the contract. Any protest must identify the basis for the protest and set forth sufficient information for the Executive Director to rule on the protest. The Executive Director shall review the procurement and the information contained in the protest and accept or reject the protest based upon such review. The determinations of the Executive Director with respect to any protest is final and constitutes exhaustion of all administrative remedies consistent with federal regulations. The Executive Director shall forward all information regarding any protest received and the decision made on the protest to the SETA Governing Board and to the agency that awarded the grant.

D. 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 firm in any matter relating to the professional activities of your firm. In addition, you are asked to describe the nature, magnitude and status of any litigation current or pending against your firm 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:

Ms. D'et Saurbourne
Fiscal Department Chief
Sacramento Employment and Training Agency
925 Del Paso Blvd., Suite 100
Sacramento, CA 95815
Det.Saurbourne@seta.net

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

E. 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: PROPOSAL REQUIREMENTS

A. GENERAL REQUIREMENTS

Exhibit A contains the desired scope of functionality for the proposed HRIS solution. Proposers are required to complete and submit Exhibit A with the final proposal. The inability to meet a required function does not necessarily disqualify a vendor. Final determination of qualification based on available functions will solely be determined by SETA.

In addition to Exhibit A, all proposers must complete and submit the following documents with the final proposal:

- Attachment 1 – Fair Political Practices Commission Disclosure Forms
- Attachment 2 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment 3 – Certification Regarding Lobbying

B. 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. A complete proposal must address the following:

- (1) What is the address and telephone number of your firm'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 firm's designated contact representative?
- (5) What is the name of your engagement manager, if different from designated contact representative?
- (6) What are the names of any affiliates, or any assumed business names under which you do or have done business?
- (7) What is your firm's ability and willingness to commit and maintain staffing, both number and level, to successfully implement an engagement of this magnitude?
- (8) 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)?

- (9) What are the names of your key staff who will be assigned to the project?
- (10) Provide a list of at least four references for whom you have provided services of the type required by SETA over the last two years. For each reference, provide the agency name, address, contact name, and contact phone number.
- (11) Provide the addresses of all clients who have made claims against you within the last five years alleging a breach of contract or negligence in the performance of services. Describe the nature and current status of the claims. Claims should be disclosed regardless of whether they involved litigation, arbitration, or other formal dispute resolution process. The disclosures required under this provision also apply to any principals and key employees of the proposer and affiliates of the proposer who will be assigned to provide services to SETA.
- (12) Include complete information on overall cost, including maintenance cost, system software cost, probable system software upgrade charges, design, installation and testing costs, training and materials costs, third party costs, all outsourcing costs and a total not to exceed annual price/cost to SETA.
- (13) Include average response times to inquiries (technical support, update support, etc.) that clients run into during throughout processing and please give a general overview of technical support we will be receiving.
- (14) Attach a proposed work schedule for implementing the services. Are there any time constraints on providing the services?
- (15) Describe all services that you anticipate providing for this project. Include all hardware specifications necessary to implement and run the system in a fully-functioning environment at optimum performance. Include the brand name of hardware components used in your proposal and indicate whether this selection is optional or required.
- (16) Describe what security is in place to protect personally identifiable information as well as information protected by HIPAA.
- (17) Are you capable of performing all the services needed for this project or do you intend to subcontract any of the services? If you intend to subcontract, what services do you propose to subcontract for and to whom do you propose to subcontract? For any proposed subcontractor, please provide the information requested in Sections B(10) and B(11), above.
- (18) What services do you provide in regard to the Affordable Care Act employer mandates and what is the additional cost (if any)?
- (19) Provide any other information you consider relevant to your proposal.

SETA HRIS RFP
EXHIBIT A - GENERAL REQUIREMENTS WORKSHEET

Instructions:

For each of the desired functions listed below, please identify in the Vendor Response columns whether it is provide Out-of-the-Box, available with customization, available through a bolt-on at additional cost, available through integration with 3rd-party software, will be available in the near future, or is unavailable. Please include additional explanation(s) on a separate page if necessary.

*Note: The inability to meet a required function does not necessarily disqualify a vendor. Final determination of qualification based on available functions will solely be determined by SETA.

Vendor Response Key

OOB = HRMS requirement is provided Out-of-the-Box
 CUS = HRMS requirement is available through customization
 BOL = HRMS requirement is available through a bolt-on at additional cost
 3RD = HRMS requirement is available through integration with 3rd-party software
 FUT = HRMS requirement will be available in the near future (define a timeframe)
 NA = HRMS requirement is unavailable

Feature Requirement	Required*	Desired	Vendor Response					
			OOB	CUS	BOL	3RD	FUT	NA
Talent Management								
Recruitment								
Automated publication of jobs to job boards		X						
Custom recruitment funnel for applicant tracking		X						
Web-based application process that is functional on mobile phones, and is ADA compliant.	X							
Multiple workflow options including, but not limited to:	X							
Applicant screening	X							
Applicant exams	X							
Interview scheduling	X							
Transition from applicant to onboarding employee	X							
The ability for applicants to schedule themselves for exams and interviews.		X						
The ability for an applicant to take online written exams.	X							
Store and report candidate scoring information.	X							
The ability to send text message updates to candidates as well as email.		X						
The ability for applicants to check on the status of their application.		X						
Provide comprehensive reports on recruitment data.	X							
Hiring analytics	X							

SETA HRIS RFP
EXHIBIT A - GENERAL REQUIREMENTS WORKSHEET

Feature Requirement	Required*	Desired	Vendor Response					
			OOB	CUS	BOL	3RD	FUT	NA
Onboarding								
Customizable onboarding process	X							
Probationary periods	X							
Eliminate paperwork with digital data entry	X							
New hire system access prior to start	X							
Ability for new hires to complete documents online and sign electronically.	X							
Offboarding								
Customizable offboarding process	X							
The ability to initiate and track exit interviews.	X							
Performance management								
Performance monitoring		X						
The ability to create and customize performance evaluations based on status (permanent vs. probationary) as well as by job type.		X						
The ability to assign different due dates based on type of employee and specific positions.		X						
The ability to send reminders to managers and supervisors on due dates.		X						
The ability for staff and supervisors to correspond electronically.		X						
The ability for supervisors to document notes on their employees throughout the year.		X						
The ability to do an impromptu check-in/ evaluation		X						
Performance Improvement Plans to implement if needed and track process throughout.		X						
Create reports on status of evaluations/check-ins.		X						

SETA HRIS RFP
EXHIBIT A - GENERAL REQUIREMENTS WORKSHEET

Feature Requirement	Required*	Desired	Vendor Response					
			OOB	CUS	BOL	3RD	FUT	NA
Learning & Development								
Integration with external training services		X						
Internal training directory		X						
Reminder notifications for course start & end		X						
Mobile access to training courses		X						
Training recommendations based on employee role		X						
Multi-language support		X						
Community learning features		X						
Centralize and track training of all employees.		X						
Assign training courses to staff and track completion.		X						
Access existing e-learning modules.		X						
Create new training courses that could include handouts, PowerPoint presentations, quizzes, and/or videos.		X						
Create customizable training plans by position.		X						
Provide certificates after training completion.		X						
The ability to electronically transfer training results/certifications to electronic employee personnel files.		X						
The ability to electronically "sign-in" for an in-person training to track attendance.		X						

SETA HRIS RFP
EXHIBIT A - GENERAL REQUIREMENTS WORKSHEET

Feature Requirement	Required*	Desired	Vendor Response					
			OOB	CUS	BOL	3RD	FUT	NA
Self service								
Employee self service								
Modify personal information (address, contact, banking)	X							
Export personal data	X							
View payroll information	X							
View attendance reports	X							
View leave reports and balances	X							
View all approvals and permissions	X							
Time off requests	X							
The ability to prepare earnings/check stubs for each employee showing all hours, earnings, deductions and all year to date totals including leave/sick/comp and other balances.	X							
Employee self-service access that is ADA compliant.	X							
Manager self service								
Approve time off requests	X							
Approve submitted hours	X							
Approve overtime	X							
Access to policy and procedures guides	X							
Email notifications for hours, overtime, time-off requests		X						
Performance tracking		X						
Employee feedback and performance review		X						
Manager self-service access that is ADA compliant.	X							

SETA HRIS RFP
EXHIBIT A - GENERAL REQUIREMENTS WORKSHEET

Feature Requirement	Required*	Desired	Vendor Response					
			OOB	CUS	BOL	3RD	FUT	NA
Analytics/Reporting								
Template dashboards for common roles	X							
Custom dashboard creation	X							
Real-time reporting	X							
Predictive analytics	X							
User access rules for reports and data	X							
Data import from XLS/CSV	X							
Data export to XLS/CSV/PDF	X							
Data export to MS Access		X						
The ability to easily produce standard and ad hoc payroll reports.	X							
Allow for database query by employee name, department/division, social security number, position number, at a minimum, and as many additional query parameters as possible.	X							
The ability to generate quarterly tax reports that will be utilized to prepare IRS Form 941 reports and CA Employment Development Department DE9 and DE9C reports.	X							

SETA HRIS RFP
EXHIBIT A - GENERAL REQUIREMENTS WORKSHEET

Feature Requirement	Required*	Desired	Vendor Response					
			OOB	CUS	BOL	3RD	FUT	NA
Payroll								
Payroll management	X							
Leave management	X							
Reports, payslips, forms	X							
Income tax and deductions	X							
Employee record keeping	X							
Provide for a variety of payroll processing cycles:	X							
The ability to establish base payrolls and process time record data for employees on a weekly, bi-weekly, semi-monthly, and monthly basis, or any combination thereof including:	X							
Providing for unlimited number of payrolls for two or more entities with different taxpayer ID numbers.	X							
Allowing supplemental payroll cycles that include the calculation and production of checks and updating all applicable records, including pay raises, reductions, terminations, adjustments, new hires and replacement checks.	X							
Provide multiple earning and costing capabilities, including:								
The ability to create and maintain multiple user-defined earnings codes (pay types) both taxable and non-taxable.	X							
The ability to pay an employee at multiple rates.	X							
The ability to split employee earnings between multiple cost centers.		X						
The ability to record reimbursements and allowances, both taxable and non-taxable.	X							
Provide multiple deduction possibilities with adequate tracking capabilities, including:	X							
The ability to track, process and calculate various pre-tax and post-tax deductions at multiple rates including:	X							
The ability to track and report retirement deductions (Sacramento County Employee Retirement System).	X							
The ability to track and report employee garnishments and the history of garnishments.	X							
The ability to manage flex-spending accounts and health savings accounts.	X							
The ability to track and report all benefits.	X							
The ability to track and report all charitable contributions.	X							

SETA HRIS RFP
EXHIBIT A - GENERAL REQUIREMENTS WORKSHEET

Feature Requirement	Required*	Desired	Vendor Response					
			OOB	CUS	BOL	3RD	FUT	NA
Provide accurate tracking and compilation of various accrual and non-accrual leave types, including:	X							
The ability to track, process, and calculate vacation, sick and other types of leave.	X							
The ability to track and maintain FMLA, including providing number of hours worked in the previous 12 months for eligibility.	X							
The ability to automatically track CTO, PTO, etc.	X							
The ability to track leave in time and dollars with the ability to accrue based on regular hours or length of service.	X							
The ability for staff to electronically request time off for their supervisor to approve/deny.	X							
Provide various employee payment possibilities, including:	X							
The ability to support a variety of direct deposit options.	X							
The ability to modify the information appearing on employee paycheck stubs.	X							
The ability to handle retroactive payments.	X							
The ability to locally print a manual check or a special payroll check.	X							
Provide capability to make mass or individual changes and/or adjustments to payroll, including:	X							
The ability to make mass changes to earnings and deduction amounts and rates by bargaining unit or by other user-defined criteria.	X							
The ability to manually adjust taxable/non-taxable earnings or deductions.	X							
Provide a balancing procedure to verify payroll control totals including SCERS (retirement) reports, pre-update payroll runs and payroll registers.	X							
Provide payroll control capabilities, including:	X							
The option to preview and change payroll prior to final processing.	X							
The option to set a "Final Check" indicator for terminated employees to prevent issuance of additional checks after termination.	X							
Support cancellation of checks/automatic deposits and all balances and reports that affect transactions.	X							

SETA HRIS RFP
EXHIBIT A - GENERAL REQUIREMENTS WORKSHEET

Feature Requirement	Required*	Desired	Vendor Response					
			OOB	CUS	BOL	3RD	FUT	NA
Time & Attendance								
Timekeeping and attendance solution that interfaces with payroll processing	X							
Flexible employee scheduling	X							
Absence management	X							
Payroll integration	X							
Comprehensive policy configuration	X							
Benefits Management								
Event management (open enrollment, childbirth, termination, retirement)	X							
Carrier integration and communication	X							
Recordkeeping functionality	X							
Side-by-side plan comparisons with coverage details and cost.	X							
Display benefit plan options on separate pages when it comes time for active enrollments, including medical, dental, vision, and life insurance.	X							
Life insurance calculator for employees to use to help make their decisions.		X						
Option to enroll in Health Savings Account if a high deductible health plan is selected	X							
Set fields as required								
Employee self service of benefits, including:	X							
Employee review page of selections and total pay period cost before submitting.	X							
Ability to benefit selections electronically, but also print and sign if necessary.	X							
Provide exported data to send to the County of Sacramento's Benefits Office for new hire enrollments, open enrollment, qualifying life changes, termination of benefits.	X							
Ability to upload accompanying documents such as Covered California Notice, Summary of Benefits and Coverage, etc.	X							
Automatically feeds applicable data into payroll processing.	X							

SETA HRIS RFP
EXHIBIT A - GENERAL REQUIREMENTS WORKSHEET

Feature Requirement	Required*	Desired	Vendor Response					
			OOB	CUS	BOL	3RD	FUT	NA
System Specifications								
Mobile functionality	X							
Native iOS application	X							
Native Android application	X							
Native Windows Phone application	X							
Mobile web application	X							
Delivery Platform								
Cloud hosted and web-based system that supports up to 1,000 employees	X							
Ability to access system through the internet using a standard web browser	X							
Security								
User specified access with role defined security access	X							
Security to meet all required privacy regulations to ensure the protection of PPII.	X							
The ability to have security protocols that allow different levels of accessibility to files.	X							

SETA HRIS RFP
EXHIBIT A - GENERAL REQUIREMENTS WORKSHEET

Feature Requirement	Required*	Desired	Vendor Response					
			OOB	CUS	BOL	3RD	FUT	NA
Misc. Requirements								
Ability to use graphical representation for reporting		X						
Provide a complete set of user/system documentation	X							
Provide complete "hands on" functional training to payroll system users	X							
Provide all technical specifications for hardware related to operating software at an optimum level	X							
Multi-year history capability (purges at user discretion).	X							
The ability to track Agency assigned equipment by employee.	X							
Provide e-forms	X							
Ability to create forms and scan in existing forms.	X							
Ability to sign forms electronically.	X							
Manage all employee documents electronically and securely.	X							
Ability to scan documents into electronic personnel files.	X							
The ability to submit documents and process online with approval workflows, if needed.	X							
The ability to scan large quantities of data: i.e., existing employee files, with subdivisions or folders.	X							
Categorize data into searchable electronic documents that can be accessed remotely.	X							
The ability to set destruction schedules for electronic file purging.	X							
The ability to add new employee files and new data to existing employee files.	X							
The ability to securely track employee immunization records and create reports by Unit.	X							

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

INSURANCE REQUIREMENTS

(Pursuant to SETA Governing Board Action on 7/06/2017)

These requirements apply to all individuals and entities funded by SETA, including, but not limited to, program operators, sub-grantees, vendors and contractors (each an "Insured"). Prior to sub-grant or contract execution, commencement of program performance and/or disbursement of any funds, SETA shall receive from each Insured's insurer an original, computer-generated, or faxed policy declarations page, certificate of insurance and copies of required endorsements.

GENERAL REQUIREMENTS

1. **POLICY DECLARATIONS PAGE MUST INCLUDE:** All required insurance coverage in amounts not less than those specified in the required coverages provided herein.
2. **CERTIFICATES OF INSURANCE MUST INCLUDE:**
 - A. Insuring Company's Name;
 - B. Full Mailing Address of Insurance Company's Issuing Branch Office;
 - C. Policy Number(s);
 - D. Policy Effective and Expiration Date(s);
 - E. Policy Limits;
 - F. Deductible(s) or statement that "No deductible is applicable";
 - G. For General Liability Coverage, confirmation that "occurrence type" coverage rather than "claims made type" coverage is provided.
 - H. Certificates must include an original signature or an original stamp of the agent's signature;
 - I. Notice of Cancellation, stated in the following way:

"This insurance shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to the Sacramento Employment and Training Agency, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply."

SHOULD ANY OF THESE ITEMS BE MISSING, THE CERTIFICATE IS UNACCEPTABLE

3. **REQUIRED INSURANCE ENDORSEMENTS:** The insurance policy number must appear on all endorsements and required endorsements applicable to the Insured shall provide the following:
 - A. Additional Insured Endorsements must be stated in one of the following two ways: 1) an individual endorsement naming "the Sacramento Employment and Training Agency and its officers, employees and volunteers as additional insureds;" or 2) a blanket endorsement stating that any entity required by a written contract or written agreement with the Named Insured is included as an additional insured.
 - B. Loss Payee Endorsements must be stated in the following way: "The Sacramento Employment and Training Agency is named as a loss payee as its interest may appear."
 - C. Notice of Cancellation Endorsements must be stated in the following way: "This insurance shall not be canceled, limited, or non-renewed until after thirty (30) days advance written notice has been given to the Sacramento Employment and Training Agency, except in the event of non-payment of premium when a ten (10) day advance written notice shall apply."

D. Primary and Non-contributory Endorsements must be stated in the following way: "This insurance is primary and non-contributory as to any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency."

4. SELF-INSURANCE

If any coverage is provided by self-insurance, SETA requires a letter from the Insured, which will be incorporated into the contractual document as an Exhibit or Special Condition, stating that:

- A. It agrees to SETA's insurance requirements as stated herein and SETA will be indemnified as if standard insurance coverage was in place;
- B. It will maintain a minimum reserve of the amount of self-insured retention over and above all known incurred claims filed against the self-insurance fund;
- C. The reserve is fully funded; and,
- D. No federal or SETA funds will be called upon to fund any losses resulting from any SETA-funded subgrant or contract.

A sample letter will be provided upon request.

5. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by SETA. In the sole discretion of SETA, SETA may require an Insured to reduce or eliminate such deductibles or self-insured retentions with respect to SETA, its officers, employees and volunteers.

NO SETA FUNDS MAY BE USED TO FUND OR OTHERWISE PAY FOR ANY DEDUCTIBLES, SELF-INSURED RETENTIONS AND/OR SELF-INSURANCE.

6. ADDITIONAL INSURANCE COVERAGE

SETA reserves the right to require an Insured to obtain additional insurance coverage should the funded activities or services provided require additional coverage. This is especially true for multi-funded agencies. Additional coverage might include, but is not limited to, increased policy limits or coverages for professional liability and/or incidental malpractice. Increased policy limits might be addressed by increasing the general aggregate limits, obtaining excess coverage, and/or procuring a policy solely to insure SETA-funded activities or services.

7. COPIES OF POLICIES

SETA reserves the right to require an Insured to provide SETA with complete copies of all insurance policies.

8. INSURANCE CARRIER REQUIREMENTS

All coverages shall be procured through a carrier with an AM Best Rating of A-VIII or greater.* If any coverage is canceled, revoked, reduced, or in any manner questioned or compromised, SETA shall not make any further disbursements to an Insured until SETA is satisfied that the coverage initially approved by SETA has been reinstated. Failure to provide timely evidence of continuing coverage shall result in suspension of all payments or reimbursements and/or suspension of performance. Additionally, should there be inadequate coverage or any lapse(s) in coverage, SETA shall not reimburse for any costs incurred during any period for which the required insurance coverage was not in effect.

*(Coverage provided by State Compensation Insurance Fund is excepted from this requirement)

9. EXPIRING INSURANCE REPLACEMENT COVERAGE

In the event insurance coverages expire at any time or times during the term of the subgrant, contract and/or program performance, the Insured shall provide, at least thirty (30) calendar days prior to said expiration date, new evidence of insurance coverage(s) and endorsements as provided for herein for not less than the remainder of the term of the subgrant, contract or program performance.

REQUIRED COVERAGES

1. FIDELITY AND DEPOSITORS' FORGERY COVERAGES

A. Required Limits:

Amount of grant or contract if less than \$25,000; or \$25,000 or twenty percent (20%) of the total amount of the grant or contract, whichever is greater.

B. Required Endorsements:

1. Loss Payee Endorsement; and,
2. Notice of Cancellation Endorsement.

2. PROPERTY COVERAGE

A. Required Coverage:

Insurance which is at least as broad as the current ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks," as well as insurance covering boiler and machinery and compliance with ordinances or laws, if appropriate, for the full 100% insurable replacement cost of the property.

Such insurance shall name SETA as an additional insured as its interests in the property may appear and shall include a waiver of subrogation in favor of SETA.

B. Required Endorsement:

1. Notice of Cancellation Endorsement.

3. GENERAL LIABILITY COVERAGE

A. Type of Policy/Coverage:

All policies must be written on an occurrence-type policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises; operations; independent contractors; incidental medical malpractice and garage keepers liability as appropriate given the nature of the Funded Agency's business; personal injury and advertising injury; products-completed operations; and liability assumed under an insured contract.

SEXUAL ABUSE LIABILITY COVERAGE

Insureds whose operations involve interaction with youth (ages to 18 years) must include "Sexual Abuse liability coverage" at limits not less than \$1,000,000 per occurrence. Such coverage can be written on a stand alone basis or made part of the Insured's Commercial General Liability Insurance.

Claims-made policies are not acceptable.

B. Required Limits:

\$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.

C. Required Endorsements:

1. Additional Insured Endorsement;
2. Primary and Non-contributory Endorsement; and,
3. Notice of Cancellation Endorsement.

4. VEHICLE LIABILITY COVERAGE

A. Required of all Insureds

B. Required Coverage:

Coverage must include all of the following:

- a. Non-Owned Auto Liability
- b. Hired Auto Liability
- c. Owned Auto Liability (If the Insured owns autos)

C. Required Limits:

\$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage.

D. Required Endorsements:

1. Additional Insured Endorsement;
2. Primary and Non-contributory Endorsement; and,
3. Notice of Cancellation.

5. PROFESSIONAL LIABILITY COVERAGE

A. Required of all Insureds that employ or retain professional staff (including, but not limited to, nurses, psychologists, health care professionals, accountants or attorneys) for SETA-funded operations.

B. Required Limits:

Not less than \$1,000,000 per occurrence.

C. Required Endorsement:

1. Notice of Cancellation Endorsement.

6. WORKERS' COMPENSATION

A. Must cover all employees and participants employed or enrolled under the grant who are currently eligible for coverage under existing workers' compensation laws and regulations. Where participants in a work activity are not covered under a state's workers' compensation law, they shall be provided with adequate accident medical insurance.

B. Required Endorsement:

1. Notice of Cancellation Endorsement.

7. EMPLOYMENT PRACTICES LIABILITY

A. Required of all Insureds

B. Required Coverage:

Policy must include Third-Party Liability coverage
This policy may be written on a "claims-made" basis

C. Required Limits:

Not less than \$1,000,000 per claim.

D. Required Endorsement:

1. Notice of Cancellation Endorsement.

DEVIATIONS FROM REQUIREMENTS

Any deviations from these requirements may be approved in advance by the Executive Director, or designee, provided that one or more of the following findings is made and documented in the contract file to which the deviation pertains:

- (1) The scope of work does not raise any risk that will be provided in certain coverages; or
- (2) The coverage or endorsement is not readily available in the marketplace.

For additional information or assistance please contact:

**Zhanargul Kusmangaliyeva
925 Del Paso Blvd., Suite 100
Sacramento, CA 95815
Phone: 916-263-3762
Fax: 916-263-3918
Zhanargul.Kusmangaliyeva@seta.net**

**PAYROLL SERVICES CONTRACT
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PAYROLL SERVICES CONTRACT
SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

This CONTRACT, dated this _____ day of _____ is by and between the Sacramento Employment and Training Agency, a Joint Powers Agency, hereinafter referred to as SETA, and _____, hereinafter referred to as CONTRACTOR.

W I T N E S S E T H :

Recitals

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

Agreements

1. CONTRACT Contents

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

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

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

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

2. Services

CONTRACTOR shall perform its services strictly in accordance with:

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

3. Term

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

4. Extension of Term

This CONTRACT may be extended by SETA, in its sole discretion, for additional terms of one or more years. The determination to extend shall be made by SETA prior to termination of the existing term or any extension thereof. The determination to extend shall be made by SETA in its sole discretion and SETA shall have no obligation to extend. Each extension shall be on the same terms and conditions as this original CONTRACT, except that the scope of performance and fee may be otherwise negotiated by the parties; provided, that any increase shall not exceed five percent (5%) or the Consumer Price Index, whichever is smaller, for each year of any additional term; provided further, however, that if additional services (services not identified in the Work Program attached as Exhibit 1) are required by SETA during the initial term or any additional term, a fee will be negotiated by the parties consistent with the fee established for services otherwise provided. Should the scope of performance or the amount of funding be

different than identified herein, performance and budget modifications shall be made in proportion to this change.

5. Payment/Reporting

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

(b) Compensation for the performance of the work hereunder shall be paid upon review and approval of invoices by SETA in accordance with Exhibit 1. Invoices must be substantially in the form set forth in the Work Program.

6. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

(1) CONTRACTOR shall maintain an adequate system of accounting in accordance with all applicable regulations and in accordance with generally accepted principles and procedures of the accounting profession so that a clear audit trail can be established which proves that the funds claimed under this CONTRACT are in accordance with the terms of this CONTRACT, applicable federal and state regulations and circulars, and SETA policies and procedures. CONTRACTOR further agrees to maintain complete and accurate accounting records and records of the services performed hereunder, as well as costs incurred in connection with the performance of this CONTRACT, including pertinent books, documents, records, and working papers in any way associated with the performance of this CONTRACT.

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

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

At any reasonable time or during normal business hours, SETA or duly authorized representatives, including representatives of SETA's funding sources and the Comptroller General of the United States shall have the right of access to any books, documents, papers, computer records, or other records of CONTRACTOR and all subcontractors that

are pertinent to this CONTRACT, in order to conduct audits and examinations, and to make excerpts, transcripts, and photocopies of such documents on or off the premises of CONTRACTOR. This right also includes timely and reasonable access to CONTRACTOR and all subcontractor personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained but, in no event, be less than the required retention period set forth in paragraph 7(c) below. SETA shall have the further right to observe, monitor, evaluate and examine CONTRACTOR's performance of services and its offices and facilities utilized in the performance of this CONTRACT.

(c) Preservation of Records

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

- (1) The date of final payment to CONTRACTOR under this CONTRACT and any extension or renewal thereof and all other pending matters are closed;
- (2) The end of the fiscal year during which this CONTRACT or any extension or renewal thereof is terminated; or,
- (3) The completion and finalization of all pending services performed hereunder or of CONTRACTOR for the fiscal year during which this CONTRACT is terminated.

If, at the end of three (3) years, there is ongoing litigation, or any claim, or service has not been resolved, CONTRACTOR shall retain the records until final resolution. If this CONTRACT is terminated or if SETA does not engage CONTRACTOR's services in subsequent years, this record retention requirement remains applicable. At SETA's sole option, some or all of the records may be ordered transferred to SETA. To the extent that such records are transferred to SETA, this retention requirement is not applicable to CONTRACTOR. In the event the records pertaining to this CONTRACT are maintained

outside Sacramento County, California, CONTRACTOR shall, at a reasonable cost for shipping and handling, make said records available at SETA's principal place of business within five (5) working days after receipt of written notice from SETA.

(d) Disallowed Costs

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

(e) Audit

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

7. Suspension or Disallowance of Payments/Suspension of Performance

SETA may at any time elect, in its sole discretion and without any liability to CONTRACTOR, including, but not limited to, liability for consequential damages, and notwithstanding any other provision of this CONTRACT, to suspend or disallow payment to CONTRACTOR in whole or in part under this CONTRACT, and/or to suspend performance under this CONTRACT, in the event that any of the following occurrences continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice from SETA:

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

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

8. Termination of CONTRACT

(a) For Cause

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

- (1) 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 termination 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: (A) false information is contained in any certification; or (B) CONTRACTOR has violated any of the terms of the certification by failing to carry out any requirements contained therein;
- (2) 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;
- (3) 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;
- (4) If CONTRACTOR shall fail to submit timely and/or complete invoices;
- (5) If CONTRACTOR maintains a pattern of discrimination;
- (6) 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;
- (7) If CONTRACTOR shall fail, for any reason, to fulfill in a timely, proper, and reasonable manner its obligations under this CONTRACT;
- (8) 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;

- (9) 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;
- (10) If CONTRACTOR fails to provide services under this CONTRACT in accordance with the Work Program attached hereto as Exhibit 1;
- (11) If CONTRACTOR fails to comply with applicable federal, state and local laws, administrative regulations, executive orders, or Governor or SETA policies and procedures within thirty (30) days of receipt from SETA of a written notice of non-compliance;
- (12) If any of SETA's funding sources suspends or terminates its funding to SETA (should this occur and SETA is unable to give CONTRACTOR thirty (30) calendar days notice, SETA shall provide CONTRACTOR reasonable notice under the prevailing circumstances); or
- (13) If CONTRACTOR is unable or unwilling to comply with any additional conditions as may be lawfully applied by any of SETA's funding sources or SETA.

(b) For Convenience

SETA may terminate this CONTRACT for convenience at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination.

(c) Payment Upon Termination

If this CONTRACT is terminated by SETA, as provided in this Paragraph 10, CONTRACTOR, as its sole remedy, shall be paid for services provided through and including the effective date of termination, provided that a timely invoice for such services is provided to SETA as required by Paragraph 5 of this CONTRACT. Upon termination of this CONTRACT, CONTRACTOR shall not incur any obligations after the effective date of such termination, unless SETA expressly authorizes and agrees to pay for such post-termination services, in writing, in the notice of termination. SETA shall not be liable for any claims of CONTRACTOR for consequential damages. In the event of termination, all property and finished or unfinished documents, copies of work in progress, completed work, data, studies

and reports purchased or prepared by CONTRACTOR under this CONTRACT shall, at the option of SETA, become the property of SETA, and shall be transferred and delivered to SETA in the manner, at the times, and to the extent directed by SETA. Notwithstanding the above, CONTRACTOR shall not be released of liability by SETA for damages sustained by SETA by virtue of any breach of this CONTRACT by CONTRACTOR, including SETA liability for funds wrongfully used or misspent by CONTRACTOR, disallowed costs, or audit exceptions under this CONTRACT, and SETA may withhold any payment to CONTRACTOR for purposes of setoff until such time as the exact amount of damages due SETA from CONTRACTOR is agreed upon or otherwise determined. Neither this paragraph, nor any other provision of this CONTRACT, shall release CONTRACTOR from its liability to SETA for wrongfully used or misspent funds or disallowed costs should the amount of those wrongfully used or misspent funds or disallowed costs exceed the amount of any payment due CONTRACTOR.

9. Procedures for Corrective Action

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

- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action, including a detailed timetable for implementing such directions and for reporting to SETA as to the implementation process.
- (d) SETA may suspend or disallow payments to CONTRACTOR and/or suspend performance in accordance with Paragraph 9 of this CONTRACT during said period of corrective action.
- (e) If CONTRACTOR shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, SETA shall recommend to SETA's Governing Board that this CONTRACT be terminated in accordance with the provisions of Paragraph 10 of this CONTRACT.
- (f) Notwithstanding the provisions of this Paragraph 11, SETA shall immediately suspend the payment of funds to CONTRACTOR when SETA has reasonable cause to believe that CONTRACTOR has misspent or claimed funds fraudulently and shall cause to be served upon CONTRACTOR notice of termination pursuant to Paragraph 10 of this CONTRACT.

10. Disputes

- (a) When CONTRACTOR and SETA fail to agree as to whether any work is within the scope of this CONTRACT, CONTRACTOR shall nevertheless immediately perform such work upon receipt from SETA of written order to do so. Within fifteen (15) calendar days after receipt of such order, CONTRACTOR may submit a written protest to SETA, specifying in detail in what particulars the CONTRACT requirements were exceeded, and the approximate change in cost resulting therefrom so that SETA will have notice of a potential claim which may be filed by CONTRACTOR.
- (b) Failure to submit a protest within the period specified shall constitute a waiver of any and all right to adjustment in CONTRACT price and CONTRACT time due to such work, and the CONTRACTOR thereafter shall not be entitled to any adjustment of CONTRACT price or time therefor. For any such work which is found to exceed the CONTRACT requirements, there shall be an equitable adjustment in CONTRACT price and CONTRACT time, and such adjustment shall be evidenced by an amendment to this CONTRACT.

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

11. Right to Reuse

If, under the provisions of this CONTRACT, CONTRACTOR develops any systems analysis products, models, electronic data processing systems, software and related services for the exclusive use of SETA, SETA and CONTRACTOR agrees that the methods, materials, logic and systems developed pursuant to this CONTRACT shall be the property of CONTRACTOR, provided that such property may be used as SETA sees fit, including the right to reuse and publish the same without limitation.

12. Insurance

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

13. Personnel

- (a) CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with SETA, and CONTRACTOR shall hold SETA harmless from any and all claims against SETA based upon the contention that an employer-employee relationship exists by reason of this CONTRACT.
- (b) All of the obligations and/or services to be performed by CONTRACTOR hereunder shall be performed by CONTRACTOR or by employees of CONTRACTOR under CONTRACTOR's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under applicable law to perform such services and/or activities.
- (c) CONTRACTOR agrees that in the performance of its obligations under this CONTRACT no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of CONTRACTOR's obligations, as determined by SETA, shall be employed, engaged or retained.

- (d) In the event that SETA or its funding source(s), in their sole discretion, either singularly or jointly, at any time during the term of this CONTRACT, becomes dissatisfied with the performance of any person or persons assigned by CONTRACTOR to perform services pursuant to this CONTRACT, SETA shall notify CONTRACTOR of such dissatisfaction and CONTRACTOR shall utilize its best business efforts to redress the matter. In the event that the dissatisfaction continues for a period of thirty (30) days beyond first notification and SETA or its funding source(s) thereafter desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this CONTRACT, CONTRACTOR shall utilize its best business efforts to remove any such person as quickly as is practical upon receiving notice from SETA or its funding source(s) .

14. Debarment, Suspension, Termination and/or Revocation

- (a) CONTRACTOR hereby certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of this CONTRACT:
- (1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Has within a three (3) year period preceding this CONTRACT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph 2 of this paragraph 18; and,
 - (4) Has within a three (3) year period preceding this CONTRACT had one or more public (federal, state or local) transactions terminated for cause or default.

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

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

15. Prior Findings

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

16. National Labor Relations Board Certification

CONTRACTOR hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court, by a federal court, has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a federal court which orders CONTRACTOR to comply with an order of the National Labor Relations Board.

17. Nepotism

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

CONTRACTOR'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 the 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 CONTRACTOR, or where that individual would be the supervisor of an individual paid with funds provided under this CONTRACT or performing duties under this CONTRACT.
- (c) The term "staff position" refers to all staff positions providing services under this CONTRACT.

18. 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.

19. 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 on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or 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 race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or 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 behalf of CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or heritage.
- (c) CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the CONTRACTOR's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) CONTRACTOR shall comply with all provisions of the Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and other applicable orders of the U.S.

Government.

- (e) CONTRACTOR shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by applicable rules, regulations, and orders of the U.S. Government, or pursuant thereto, and shall permit access to its books, records, and accounts by the contracting agency and all applicable U.S. Government agencies for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by other applicable rule, regulation, or order of the U.S. Government, or as otherwise provided by law.
- (g) CONTRACTOR shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order issued pursuant to this CONTRACT unless exempted by applicable rules, regulations, or orders of the U.S. Government issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR shall take such action with respect to any subcontract or purchase order as may be validly directed by any applicable agency of the government as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

20. Licenses and Permits

CONTRACTOR shall secure and maintain throughout the term of this CONTRACT all licenses,

permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession and to perform the services required in this CONTRACT.

21. Diligent and Timely Performance

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

22. Standard of Performance

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

23. Confidentiality

All services performed by CONTRACTOR hereunder and each and all of the reports and items of data and information given to, prepared by, or assembled with the assistance of CONTRACTOR under the terms of this CONTRACT are confidential and shall not be made available to any individual or organization, except for SETA's funding source(s) and SETA, by CONTRACTOR without prior written approval of SETA. CONTRACTOR shall also abide by all applicable laws, regulations, and SETA policies and procedures regarding the release of participant identities and information. A copy of SETA's policy on Confidentiality of Participant Records is attached hereto as Exhibit 5 and incorporated herein by reference.

SETA agrees to hold as confidential all Information it receives from CONTRACTOR. Information is defined as:

- (a) Confidential plans, information, research, development, trade secrets, business affairs (including that of any Contractor client, supplier, or affiliate) and any other proprietary material of Contractor that is marked with a restrictive legend, or if not so marked with such legend or is disclosed orally, is identified as confidential at the time of disclosure (and

written confirmation thereof is promptly provided to SETA;

- (b) Contractor's proprietary computer programs, including custom software modifications, software documentation, and training aids, and all data, code, techniques, algorithms, methods, logic, architecture and designs embodied or incorporated therein (whether or not any such information is marked with a restrictive legend); and
- (c) Any system or client materials that SETA may see either while onsite at their location or at CONTRACTOR's office that they would not otherwise see and which is not public information.

All Information shall remain the property of CONTRACTOR or its suppliers and licensors. Information will be returned to CONTRACTOR at the termination or expiration of this Agreement. SETA will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care. SETA may use Information for any purpose that does not violate such obligation of confidentiality. SETA may disclose Information to (a) employees and employees of affiliates who have a need to know; and (b) any other party with Contractor's written consent. Before disclosure to any of the above parties, SETA will have a written agreement with such party sufficient to require that party to treat Information in accordance with this Agreement. SETA may disclose Information to the extent required by law. However, SETA agrees to give Contractor prompt notice so that it may seek a protective order. The provisions of this sub-section survive any termination or expiration of this CONTRACT.

24. Unauthorized Financial Benefit

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

25. Contingent Fee

CONTRACTOR warrants that no person, selling agency, or other organization, excepting bona

fide employees of CONTRACTOR, has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, SETA shall have the right to terminate this CONTRACT with liability in accordance with Paragraph 10 of this CONTRACT and/or, at its sole discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

26. Kickbacks

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

27. Fraud and Program Abuse

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

28. Political Activity/Lobbying

CONTRACTOR assures and certifies that it will comply with all applicable federal and state laws and administrative regulations, as well as SETA policies, regarding political activity and lobbying.

In this regard, no part of the performance under this CONTRACT shall include publicity, lobbying or the solicitation of funds for any political activity or to further the election or defeat of any candidate for office or on behalf of or in opposition to proposed or pending federal, state or local legislation or administrative action. CONTRACTOR further agrees to comply with the requirements of Section 319 of the Fiscal Year 1990 Appropriations Act (31 U.S.C. §1352), as amended, and corresponding DOL regulations codified at 29 CFR, Part 93, which prohibits the expenditure of funds provided under a federal contract, grant, loan or cooperative agreement for the purpose of influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding, extension, continuation, renewal, amendment or modification of any such contract, grant, loan or cooperative agreement. CONTRACTOR agrees to execute and provide to SETA a Certification Regarding Lobbying and, if necessary, a Disclosure of Lobbying Activities on the forms provided by SETA, attached hereto as Exhibit 6 and incorporated herein by reference.

29. Sectarian Activities

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

30. Delegation/Subcontract/Assignment

Unless specifically set forth in the Work Program attached hereto as Exhibit 1 and incorporated herein by reference, no performance of any of CONTRACTOR's obligations under this CONTRACT may be transferred by subcontract, assignment, delegation, or novation without the prior express written consent of SETA. Any attempt by CONTRACTOR to assign, delegate or subcontract any performance of its obligations hereunder without the prior express written consent of SETA shall be null and void and shall constitute a breach of this CONTRACT. Whenever CONTRACTOR is authorized to subcontract, delegate, or assign, it shall include all the terms of this CONTRACT in each subcontract, delegation, assignment or novation. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of this CONTRACT, and all applicable federal, state and local laws and regulations. CONTRACTOR agrees to be held fully responsible to SETA for the performance of any subcontractor, delegate or assignee and to hold SETA harmless against any liability incurred by the subcontractor, delegate or assignee.

31. Independent contractor

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

32. Indemnification

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

33. Laws

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

34. Clean Air and Clean Water

If this CONTRACT is in excess of \$100,000.00, CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Federal Clean Air Act (42 U.S. Code §1857(h)), Section 508 of the Federal Water Pollution Control Act (33 U.S. Code §1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations

(40 CFR, Part 15). Under these laws and regulations, the CONTRACTOR assures that:

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

35. Press Releases and Communications

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

36. Immigration Reform and Control Act of 1986

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

37. Drug-Free Workplace Certification

By signing this CONTRACT, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq. and 29 CFR, Part

- 98) and will provide a drug-free workplace by taking the following actions:
- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8350(a).
 - (b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (1) the dangers of drug abuse in the workplace;
 - (2) CONTRACTOR's policy of maintaining a drug-free workplace;
 - (3) any available counseling, rehabilitation and employee assistance programs; and,
 - (4) penalties that may be imposed upon employees for drug abuse violations.
 - (c) Provide, as required by Government Code Section 8355(c), that every employee who performs services funded under the CONTRACT:
 - (1) will receive a copy of CONTRACTOR's drug-free policy statement; and,
 - (2) will agree to abide by the terms of CONTRACTOR's statement as a condition of employment under the CONTRACT.

38. Successors

At the sole discretion of any successor-in-interest of SETA or CONTRACTOR, this CONTRACT shall bind and inure to that successor-in-interest, in the same manner as if such party had been expressly named herein, provided that such successor-in-interest shall have provided written notice to SETA and CONTRACTOR thereof.

39. Entire Agreement/Modifications

This CONTRACT constitutes the entire agreement between the parties hereto for services furnished pursuant to this CONTRACT and no oral understanding not incorporated herein shall be binding on any of the parties hereto. Except as otherwise provided in this CONTRACT, this CONTRACT may be modified, altered, or revised only on the written consent of both parties hereto. However, any other provision of this CONTRACT notwithstanding, this CONTRACT is subject to any additional restrictions, limitations, policies or conditions enacted by the federal or

state government, any applicable local government or SETA or any law or regulation enacted by the federal or state government or any applicable local government which may affect the provisions, terms or funding of this CONTRACT and SETA may unilaterally amend this CONTRACT in this regard.

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40. Severability of Provisions

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

41. Titles

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

42. Waiver

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

43. Limitation of Actions

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

44. California Law

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

45. Notices

All notices to be given to either of the parties under this CONTRACT shall be given by deposit in

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

46. Counterpart, Facsimile, and Electronic Signatures

The CONTRACT may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of the CONTRACT with all signatures and Exhibits appended together shall be deemed a fully executed CONTRACT. Faxed signatures or signatures provided in electronic, portable document format (pdf) are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

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47. Enforceable CONTRACT

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

THEREFORE, the Parties have executed this CONTRACT NO. _____.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY
(SETA)

Dated: _____, 20____

BY: _____

(Signature of Authorized Officer)

Kathy Kossick, Executive Director

(Name and Title of Authorized Officer)

925 Del Paso Blvd.

(Address)

Sacramento, CA 95815-3512

(City, State, Zip Code)

(Legal Name of CONTRACTOR)

Dated: _____, 20____

BY: _____
(Signature of Authorized Officer)

(Name and Title of Authorized Officer)

(Address)

(City, State, Zip Code)

SAMPLE

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 Sacramento Works, Inc. (Local Workforce Development 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 Sacramento Works, Inc. or the Sacramento Employment and Training Agency, and continuing until three months after a final decision is rendered on the application or proceeding by Sacramento Works, Inc. or the Sacramento Employment and Training Agency.

No Sacramento Works, Inc. 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 Sacramento Works, Inc. or Sacramento Employment and Training Agency board member or candidate for the Sacramento Works, Inc. Board or the Sacramento Employment and Training Agency Governing Board 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 Sacramento Works, Inc. 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 board of either Sacramento Works, Inc. 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 Sacramento Works, Inc. 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 board of Sacramento Works, Inc. 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 Sacramento Works, Inc. or the Sacramento Employment and Training Agency for the purpose of influencing a board member's vote on the application or proposal; or
 - (3) Testifies or makes an oral statement before the board of Sacramento Works, Inc. 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 board of Sacramento Works, Inc. 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.

ATTACHMENT #1

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 Sacramento Works, Inc. 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 COREY LAGBAO, Workforce Development 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.

Prepared based upon the forms recommended by the Legal Division of the Fair Political Practices Commission 8/85.

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:

Sacramento Works, Inc. 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 Sacramento Works, Inc. or 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 Sacramento Works, Inc. 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 Sacramento Works, Inc. or the Sacramento Employment and Training Agency. In addition, no Sacramento Works, Inc. 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 Sacramento Works, Inc. 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 Sacramento Works, Inc. 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.

ATTACHMENT #1

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 Sacramento Works, Inc. 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 COREY LAGBAO, Workforce Development 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:

Sacramento Works, Inc. 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

Sophia Scherman

Public Representative
8757 Rubystone Court
Elk Grove, CA 95624
(916) 685-3860

e-mail: scherman@sophia-elkgrove.com

Councilmember Eric Guerra

City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
(916) 808-5242 (Madeline)
FAX: (916) 808-7680

e-mail: eguerra@cityofsacramento.org

Supervisor Patrick Kennedy

County of Sacramento
700 "H" Street, Suite 2450
Sacramento, CA 95814
(916) 874-5481 (Maria DeAnda)
FAX: (916) 874-7593

e-mail: kennedyp@saccounty.net

Supervisor Don Nottoli

County of Sacramento
700 "H" Street, Suite 2450
Sacramento, CA 95814
(916) 874-5465 (Letitia Oliver)
FAX: (916) 874-7593

e-mail: nottolid@saccounty.net

Councilmember Mai Vang

City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
(916) 808-7008 (Jaime Cervantes)
FAX: (916) 808-7680

e-mail: myvang@cityofsacramento.org

**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.

(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 or agency with which this transaction originated 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 whom 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 department or agency with which this transaction originated.
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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYINGCertification 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>1. Type of Federal Action:</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>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 40px;">Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____</p> <p>b. Individuals Performing Services (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>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (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>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>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:</p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>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.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No. _____ Date _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

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.

**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 AUTHORIZATION

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)

**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.

(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 or agency with which this transaction originated 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 whom 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 department or agency with which this transaction originated.
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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYINGCertification 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

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.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page ____ of ____