

**SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA)**

**REQUEST FOR PROPOSALS**

**For**

**Janitorial Services to Head Start Program**

**Date Released: January 9, 2012**

**Due Date: February 3, 2012**

**The terms and conditions of this Request for Proposals  
have been approved by the Governing Board  
of the Sacramento Employment and Training Agency**

**Sacramento Employment & Training Agency  
925 Del Paso Blvd. Suite 100  
Sacramento, CA 95815  
Telephone: (916) 263-3800**



## TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
RFP Funding Calendar .....	1

### Section I

#### General Information/Guidelines:

Background .....	3
Purpose of Solicitation .....	3
Qualified Applicant Agencies .....	3
MBE/WBE Participation .....	4
Formal Contract .....	4
Term of Contract .....	5
Required Response Format .....	5
RFP Offeror's Conference .....	5
Proposal Deadline and Submittal Procedure .....	6
Evaluation Procedure/Criteria .....	6
Protest Procedures to Resolve Procurement Disputes .....	7
Limitation .....	8
Modification of Contracts .....	8
Brown Act Compliance .....	8

### Section II

Scope of Services .....	10
Supplies and Equipment .....	11
Site Locations .....	12
Price/Cost Reasonableness .....	19
Subcontracting .....	19

TABLE OF CONTENTS  
(Continued)

<u>Item</u>	<u>Page</u>
<u>Section III</u>	
Insurance Prequalification Requirements .....	21
<u>Section IV</u>	
Janitorial Service Agreement.....	31
<u>Section V</u>	
Instructions for Completing the Proposal Application .....	48
Required RFP Response (Application) Format .....	49
References Form.....	51
Fair Political Practices Commission Disclosure Forms.....	53
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion .....	62
Certification Regarding Lobbying.....	64
List of Requested Attachments.....	69

REQUEST FOR PROPOSALS  
JANITORIAL SERVICES TO HEAD START PROGRAM  
FUNDING CALENDAR

<b>Date</b>	<b>Event</b>
January 5, 2012	Governing Board reviews/approves RFP
January 9, 2012	Release of RFP
January 18, 2012	Offeror's Conference - 8:30 a.m. (SETA, 925 Del Paso Blvd., Suite 100)
January 18-20, 2012	On-site tour of Early Learning Centers
February 3, 2012	PROPOSALS DUE at SETA by 5:00 p.m.
February 17, 2012	Publish SETA staff recommendations
March 1, 2012	Governing Board approves decisions (10:00 a.m.)
March 12, 2012	Commence Janitorial Services

**DO NOT ATTEMPT TO WRITE YOUR PROPOSAL UNTIL YOU HAVE READ THIS  
REQUEST FOR PROPOSALS (RFP) IN ITS ENTIRETY.**

SECTION I

GENERAL INFORMATION/GUIDELINES

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY (SETA)  
REQUEST FOR PROPOSALS (RFP)  
Janitorial Services to Head Start Program

1.1.1 BACKGROUND

The Sacramento Employment and Training Agency (SETA) is a joint powers agency of the City of Sacramento and Sacramento County that administers state and federally-funded human services programs throughout Sacramento County. The programs, for economically disadvantaged persons, include job training and employment assistance under the federal Workforce Investment Act (WIA), as amended; the Targeted Refugee Assistance Grant and Refugee Employment Social Services; human services under the Community Services Block Grant and educational programs under the Head Start Act.

Respondents should be aware that SETA's activities, as well as those of any SETA-funded subgrantee or contractor, are subject to any modifications required by Head Start and its regulations, Federal and State legislation and their regulations, and SETA policies.

Funds for this Request for Proposals (RFP) are provided to SETA by the Administration for Children and Families (ACF), Office of Human Development Services (OHDS), Department of Health and Human Services (HHS).

Head Start is a federally-funded national program providing comprehensive developmental services primarily to low-income preschool children and their families. The intent of Head Start is to assist enrolled children to their fullest potential through the provision of comprehensive health, nutrition, education, social and other services. In addition, Head Start programs are required to encourage and provide for the direct participation of parents of enrolled children in the development, conduct and direction of local programs. Further, Head Start legislation also mandates that a minimum of ten percent of all available enrollment opportunities be afforded handicapped children to be served in a Special Education component.

SETA presently funds five (5) County-wide Head Start delegate agencies, in conjunction with directly administering the operation of thirty-two (32) of its own grantee-operated centers.

1.1.2 PURPOSE OF SOLICITATION

The purpose of this Request for Proposals (RFP) is to solicit, from qualified applicant agencies, proposals designed to provide janitorial services for thirty-one Head Start sites.

1.1.3 QUALIFIED APPLICANT AGENCIES

- Established community-based organizations
- Public agencies
- Private for-profit entities
- Private non-profit agencies/institutions
- Educational institutions

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.

#### 1.1.4 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, subcontracting of services will not be allowed 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 an 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.

#### 1.1.4 FORMAL CONTRACT

The successful proposer will be required to enter into a standard form contract agreement with SETA. A copy of the most recent form of this contract agreement is attached (See Section IV).

Proposers are advised that in order to assist the efforts of SETA in targeting its programs, the SETA Governing Board has implemented a policy requiring that all recipients of funds from SETA shall be required to publicize the fact that the program it operates is funded, in whole or in part, by SETA. All contracts will contain a provision requiring the contractor to abide by this policy.

**1.1.5 TERM OF CONTRACT**

The term of the contract will be of 3 year duration, with three - 1year extension options, subject to the right of either party to terminate the contract upon ten (10) days written notice.

**1.1.6 REQUIRED RESPONSE FORMAT**

Interested applicants must respond to this RFP using the proposal response format provided in Section V of this RFP. In responding, no substitutions in format or services will be considered.

**1.1.7 RFP OFFEROR'S CONFERENCE**

SETA will conduct one Offeror's Conference. This conference is provided so that proposers may have the opportunity to raise any questions they may have pertaining to the development of their proposals. It is not the intent of SETA to offer personalized technical assistance, but rather to provide examples, clarify information or answer questions relative to the Request for Proposals.

The Offeror's Conference, which will include a review of the Request for Proposals, a question and answer period and site visits, will be held on:

Date: January 18, 2012  
 Time: 8:30 a.m. - 9:30 a.m.  
 Place: SETA  
 925 Del Paso Boulevard, Suite 100  
 Sacramento, California 95814

The conference will be followed by a tour of each site beginning January 18 through 20, scheduled as follows:

Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
Bannon Creek	Country Woods	Hopkins Park	Freedom Park	Bright Beginnings	Auberry Park	Broadway
Grant Skills	Crossroad Gardens	Illa Collin	Hillsdale	Fruitridge	Galt	Nedra Court
Elkhorn	Job Corps	Parker Avenue	Strizek Park	Mather	Grizzly Hollow	New Helvetia I
Norma Johnson	Kennedy Estates	Phoenix Park	Vineland		Walnut Grove	New Helvetia II
Northview	La Verne Stewart	Solid Foundation				Whispering Pines

The starting time of each site tour will be dependent upon the time needed at each location to answer questions.

While the site visits are not mandatory, it is presumed that all proposers have familiarized themselves with the existing conditions at each site.

PLEASE BE ADVISED THAT QUESTIONS REGARDING THE PREPARATION OF INDIVIDUAL RESPONSES TO THIS RFP WILL NOT BE ANSWERED AFTER THE OFFEROR'S CONFERENCE.

### 1.1.8 PROPOSAL DEADLINE AND SUBMITTAL PROCEDURE

All proposals must be in the SETA office and time-stamped by the SETA receptionist no later than 5:00 p.m., P.S.T., February 3, 2012. Proposals mailed to SETA must be received in the SETA office and time-stamped by the SETA receptionist no later than 5:00 p.m., P.S.T., February 3, 2012. In accordance with the policy of the SETA Governing Board, proposals delivered after 5:00 p.m., P.S.T., will not be accepted - NO EXCEPTIONS. NO APPEALS WILL BE ACCEPTED FOR LATE PROPOSALS.

To be considered for funding, agencies must submit:

- (a) FIVE (5) separate reproducible copies of their proposal developed in response to this RFP to include the following supplemental forms:
  - i. References (See Section V);
  - ii. Fair Political Practices Commission Party and Participant Disclosure Forms (See Section V);
  - iii. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (see Section V); and,
  - iv. Certification Regarding Lobbying (see Section V).
- (b) ONE (1) copy must have original signature(s) and be identified as the original;
- (c) the remaining FOUR (4) copies may be reproductions of the original.

Do not bind copies or use section dividers. Use binder clips or rubber bands to keep copies separate.

The proposal must be signed by an appropriate official who is authorized to submit the proposal for the responding agency. The proposal must also include documentation indicating by what authority (resolution) the person(s) is/are authorized to negotiate and contractually bind the responding agency, if selected.

The following process will apply to all proposals submitted under all funding titles:

- All proposals submitted on a timely basis will be received and placed in an envelope. No determination will be made on the responsiveness to the RFP at the time of submittal.
- No proposal will be accepted from any person after the submittal deadline.
- Staff will inform the Governing Board of any nonresponsive proposals to the RFP and those wishing to address the above circumstances will be allowed to do so before the SETA Governing Board.
- Testimony to the Governing Board will be given prior to funding hearings in order to allow for consideration of all eligible proposals at one time.

### 1.1.9 EVALUATION PROCEDURE/CRITERIA

Final selection of service providers is the responsibility of the SETA Governing Board.

In order to assist the SETA Governing Board in making funding decisions, SETA staff will

evaluate each proposal and provide the Board with the results of their evaluation in the form of staff recommendations.

The SETA staff recommendations will be based upon an evaluation of each proposal submitted, the applicant agency's past job performance and may include a meeting with each proposer to clarify their proposal. Staff recommendations will be made to the SETA Governing Board.

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

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

<b>EVALUATION CRITERIA</b>	
Evaluation of each proposal will be based on the following criteria:	
<b>FACTOR</b>	<b>POINT RANGE</b>
A. Responsiveness of proposal and presentation at hearing in clearly stating the understanding of the work to be performed	25
B. Cost	25
C. Technical experience of the firm	20
D. Experience	10
E. Size and structure of the firm	5
F. Past performance on work previously done for SETA or similar government agencies	15
<b>MAXIMUM POINTS</b>	100

Please note that SETA reserves the right to directly contact all references submitted with the proposal.

#### 1.1.10 PROTEST PROCEDURES TO RESOLVE PROCUREMENT DISPUTES

All protests to resolve disputes concerning this Request for Proposals shall be written, must specify in detail the grounds of the protest, the facts and evidence in support thereof and the remedy sought. The written protest must be delivered to the Clerk of the Boards at SETA within the time limits provided below. In the absence of a timely and properly submitted written protest, no party responding to this Request for Proposals shall be eligible for any remedy.

Any proposer desiring to protest a funding determination must protest in writing concerning this Request for Proposals or staff's recommendation by filing the written protest with the Governing Board no later than five (5) calendar days prior to the date upon which the Governing Board renders its decision.

The SETA Governing Board shall resolve any protest based upon the written protest and any oral or written response thereto provided by staff. SETA Governing Board's protest resolution shall be deemed final.

#### 1.1.11 LIMITATION

The Sacramento Employment and Training Agency (SETA) shall not pay for any costs incurred by the responding agency in the preparation of proposals in response to this request. Completion of prequalification requirements or the Request for Proposals 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 sole source 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.

#### 1.1.11 MODIFICATION OF CONTRACTS

Any contract funded pursuant to this RFP may be unilaterally modified by SETA upon written notice to contractor under the following circumstances:

- a. Contractor fails to timely meet its performance standards as set forth in the contract, or
- b. The Federal Government increases, reduces, or withdraws funds allocated to SETA under Head Start, or
- c. There is a change in Federal law or regulations or the policies and procedures of SETA are amended, revised or modified.

#### 1.1.12 BROWN ACT COMPLIANCE

The Sacramento Employment and Training Agency adheres to the provision of 54954.2 and 54954.3 of the California Government Code, generally known as the Brown Act. Members of the public may address the SETA Governing Board on any matter under their jurisdiction.

SECTION II  
SCOPE OF SERVICES

## 1.2 SCOPE OF SERVICES

The selected provider of janitorial services for Head Start must provide the following:

	DAILY	WEEKLY	MONTHLY	AS NEEDED	OTHER
<b>ALL FLOORS</b>					
Vacuum and sweep all classroom floors.	X				
Move and sweep under classroom refrigerator.			X	X	
Move all floor mats including mats in restrooms to sweep and mop under.	X				
Note: Please do not put down mats while floor is wet.					
<b>DUSTING</b>					
Dust window sills, ledges and blinds.		X			
Dust low baseboards, ledges, doors, and frames.		X			
Spot clean blinds as needed, check for paint and finger prints.				X	
<b>RESTROOMS</b>					
Clean sinks and wall areas.	X				
Clean toilets with chemicals including bottom and behind.	X				
Wipe down outside of towel and soap dispenser, and front of cabinets.	X				
Wipe tops, sides and bottoms of partitions and walls.	X				
<b>TRASH</b>					
Empty all trash and garbage cans. Put clean bags in each trash and garbage can.	X				
Each can is to be wiped inside and outside including all lids and handles.	X				
<b>MOPPING</b>					
Mop all floors (entry ways, hallways, classrooms, offices, parent rooms, restrooms, etc.)	X				
Change mop water when half-way done.	X				
Mop all door thresholds.	X				

<b>VACUUMING</b>					
Vacuum Carpets	X				
Remove play dough prior to vacuuming.	X				
Vacuum air vents.			X		
<b>GLASS</b>					
Spot clean windows.		X			
Wipe down window ledges.		X			
Clean inside and outside of glass on all doors.	X				
<b>WALLS</b>					
Spot clean walls daily including walls surrounding garbage cans.	X				
Remove paint and fingerprints from walls.				X	

<b>TRIANNUAL SCOPE OF WORK (3 times per year)</b>	
<b>CARPETS</b>	
<ul style="list-style-type: none"> <li>A. Shampoo carpets including area rugs in the entire center using commercial methods and machinery.</li> <li>B. Carpets and rugs are to be cleaned on Friday's to allow ample drying time.</li> <li>C. Must move all furniture and miscellaneous items and replace when dry.</li> </ul>	
<b>FLOORING</b>	
<ul style="list-style-type: none"> <li>A. Strip, wax and polish all vinyl and tile flooring.</li> <li>B. Remove all excess cleaners and or wax that may have splashed or otherwise deposited on the baseboards, walls and furniture.</li> <li>C. Move furniture and miscellaneous items and replace when dry.</li> </ul>	

### 1.2.1 SUPPLIES AND EQUIPMENT

All cleaning supplies (e.g., cleansers, strippers, disinfectant) and equipment (e.g., vacuums, floor stripper, buffer, carpet shampooer, mops, brooms, buckets and all related cleaning equipment items) must be provided by the successful respondent and should be included in the proposed cost of providing services. Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by the proposer, shall be included in the proposal. No cleaning or equipment supplies will be provided by Head Start.

### 1.2.2 SITE LOCATIONS

The following table is provided to assist proposers in the preparation of their proposals:

### Early Learning Centers – Areas of Responsibility Per Center

Center	Classes	Restrooms	Offices	Parent Rooms	Sinks	Toilet Paper Dispenser	Paper Towel Dispenser	Soap Dispenser	Trash	Waste	Staff Rooms	Comments
Auberry Park	1	2	2	1	4	3	4	4	2	5	K	
Bannon Creek	2	1	2		5	4	5	5	3	6		
Bright Beginnings	2	1	2		5	4	5	5	3	7	K	
Broadway	4		3		9	9	9	9	15	22		
Country Woods	2	3	2		6	5	5	6	3	10	K	
Crossroad Gardens	2	5	3		14	8	12	12	9	7	SR	
Elkhorn	5	7	5		14	11	13	13	6	10		
Freedom Park	4	4	3	1	12	12	17	18	6	8	K	Triannual Only
Fruitridge	2	2	3	1	6	6	6	7			K	
Galt	3	4	4		8	8	12	11	6	12		
Grant Skills Center	3	1			6	4	6	6	3	10		Triannual Only
Grizzly Hollow	2						7	7				
Hillsdale	4	4	3	1	12	9	16	17	6	6	K	
Hopkins Park	2			1			4	2				
Illa Collin	1	2	1	1	4	3	4	4	1	6	K	
Job Corps	3	6	2	1	14	8	10	10	4	8	K	
Kennedy Estates	1	1	1		4	5	3	3	2	4		
La Verne Stewart	1	2	2	1	3	3	5	5	2	7	2-K	
Mather	4	5	35	1	12	9	11	13	6	17		
Nedra Court	2			1			4	8				

New Helvetia I	2	2	2		2	2	4	4	3	6	K	
New Helvetia II	1	1	1		2	2	1	2	1	3		
Norma Johnson	3	6	2		14	8	16	16	5	8		
Northview	4	3	2		10	10	18	20	8	11	SR/K	
Parker Avenue	1	2	1		2	2	3	4	2	2		
Phoenix Park	3			1			5	6				
Sharon Neese												
Solid Foundation	2	3		1			8	6				
Strizek Park	1	3	2		4	4	4	4	1	4		Triannual Only
Vineland	1	1					3	3				Triannual Only
Walnut Grove	1	1	1		2	5	3	3	1	3		
Whispering Pines	1	2	2		6	4	4	4	1	6	K	

K - Kitchen, SR - Staff Room

### 1.2.3 PRICE/COST REASONABLENESS

SETA is requesting that proposers provide the following:

A monthly rate for all sites requiring all the services detailed in 1.2 Scope of Services; and,

Annual rate for the other sites to provide only triannual services detailed in 1.2 Scope of Services.

All proposers will be evaluated based on the reasonableness of the cost of their proposal. SETA will compare costs in the proposal to the cost of other proposers with similar programs to see if it is competitive.

### 1.2.4 SUBCONTRACTING

Subcontracting to another entity for the provision of janitorial services is not allowable.

SECTION III

INSURANCE PREQUALIFICATION REQUIREMENTS

## **INSURANCE PREQUALIFICATION REQUIREMENTS** (Applicable to all applicants)

1. **Attachment #1 - Insurance Prequalification.** All applicant agencies must submit an Insurance Prequalification form (Attachment #1). The attachment must be signed by an authorized representative(s) of the respondent agency.
2. **Attachment #2 - New Applicant Insurance Questionnaire.** Applicant agencies must complete and submit the New Applicant Insurance Questionnaire (Attachment #2) stating the type of insurance and name of company they will use if funded.

### **CONTRACT POLICY**

Should applicant's proposal be selected for funding, applicant agency must be able to comply with the following requirements:

#### A. Insurance

Prior to contract execution and commencement of program performance, SETA shall receive from each Contractor's insurer a certificate of insurance, and applicable endorsements issued by the Contractor's insurance carrier, indicating all of the coverages outlined in Attachment #3 consisting of 4 pages.

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

#### B. Prohibitions

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. 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, staff position or on-the-job training position funded through the award of any grant, if a member of that person's immediate family is employed in an administrative capacity for SETA, Contractor, or any employment subcontractor 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 a program, including members of the SETA 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 through the award of any grant or performing duties under the grant award.

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

INSURANCE PREQUALIFICATION

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

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

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

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

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

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

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

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

NEW APPLICANT INSURANCE QUESTIONNAIRE

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

1. BLANKET FIDELITY BOND

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

2. GENERAL LIABILITY COVERAGE

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

3. VEHICLE LIABILITY COVERAGE

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

4. WORKERS' COMPENSATION

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

5. INSURANCE BROKER OR AGENT

- A. Name of Agency: \_\_\_\_\_
- B. Address: \_\_\_\_\_
- C. Phone Number: \_\_\_\_\_

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

INSURANCE REQUIREMENTS

(Applicable to all SETA-funded programs)

(Pursuant to SETA Governing Board Action on 4/21/88)

(Revised 5/3/2007)

Prior to contract execution, commencement of program performance and disbursement of any funds, SETA shall receive from each funded agency's insurer an ORIGINAL, computer-generated, or faxed certificate of insurance and copies of required endorsements.

GENERAL REQUIREMENTS:

1. CERTIFICATES OF INSURANCE MUST INCLUDE:

- A. Insuring Company's Name;
- B. Full Mailing Address of Insurance Company's Issuing Branch Office;  
(this item may be added to certificate by SETA staff)
- 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. As respects General Liability Coverage, statement 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:

When completing certificates of insurance, the following wording must be stricken from the standard statement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail \_\_\_ days written notice to the certificate holder named to the left."

NOTE: Upon receipt of an acceptable certificate and endorsements, a cover letter will be sent to each insurance carrier indicating SETA's reliance on the certificate as evidence that insurance was indeed issued and is currently in force. A copy of the letter will be sent to both the broker/agent and the operator.

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

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
INSURANCE REQUIREMENTS

(Continued)

**2. REQUIRED INSURANCE ENDORSEMENTS: MUST HAVE POLICY NUMBER TYPED ON ENDORSEMENTS.**

3. 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 a funded agency to reduce or eliminate such deductibles or self-insured retentions as respects SETA, its officers, employees and volunteers.

**NOTE:** No SETA funds may be used to fund or otherwise pay for any deductibles, self-insured retentions and/or self-insurance.

4. SETA reserves the right to require funded agencies to obtain additional insurance coverage should the program activities provided require additional coverage. This is especially true for multi-funded agencies. Additional coverage might include 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.

5. SETA reserves the right to require funded agencies to provide SETA with complete copies of all insurance policies including endorsements.

6. All coverages shall be procured through a carrier satisfactory to SETA. If any coverage is canceled, revoked, reduced, or in any manner questioned or compromised, SETA shall not make any further disbursements to funded agency 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.

7. In the event insurance coverages expire at any time or times during the term of the subgrant, the program operator agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate(s) of insurance evidencing insurance coverage(s) as provided for herein for not less than the remainder of the term of the subgrant. New certificates of insurance are subject to review for content and form by SETA.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
INSURANCE REQUIREMENTS

(Continued)

REQUIRED COVERAGES

1. FIDELITY AND DEPOSITORS' FORGERY COVERAGES (Not applicable for WSP and/or LTPL applicants)

A. Required Limits:

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

B. Required Endorsements:

1. "The Sacramento Employment and Training Agency is named as a loss payee as its interest may appear"; and,
2. "This insurance shall not be canceled, limited, or non-renewed until after fifteen (15) 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".

2. PROPERTY COVERAGE (Not applicable for WSP and/or LTPL applicants)

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 Endorsements:

1. "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"; and,
2. "It is agreed that any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency shall apply in excess of and not contribute with insurance provided by this policy".

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
INSURANCE REQUIREMENTS

(Continued)

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

Subcontractors 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 subcontractor's Commercial General Liability Insurance. SETA is to be named as an additional insured for this coverage.

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. "The Sacramento Employment and Training Agency and its officers, employees and volunteers are named as an additional insured";
2. "It is agreed that any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency shall apply in excess of and not contribute with insurance provided by this policy"; and,
3. "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".

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
INSURANCE REQUIREMENTS

(Continued)

4. VEHICLE LIABILITY COVERAGE

A. Required of all Program Operators

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 program operator 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. "The Sacramento Employment and Training Agency and its officers, employees and volunteers are named as an additional insured";
2. "It is agreed that any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency shall apply in excess of and not contribute with insurance provided by this policy"; and,
3. "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".

5. PROFESSIONAL LIABILITY COVERAGE (Not applicable for WSP and/or LTPL applicants)

A. Required of all program operators who 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.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
INSURANCE REQUIREMENTS

(Continued)

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 are not covered under a state's workers' compensation law, they shall be provided with adequate on-site medical and accident insurance.

B. Required Endorsement:

"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".

7. SELF-INSURANCE

If any coverage is provided by self-insurance, SETA requires a letter from the funded agency stating that:

- A. It agrees to SETA's insurance requirements as stated above;
- 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 contract.

A sample letter will be provided.

SECTION IV

JANITORIAL SERVICE AGREEMENT

JANITORIAL SERVICE AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, hereinafter referred to as "CONTRACTOR", and the SACRAMENTO EMPLOYMENT AND TRAINING AGENCY, hereinafter referred to as "SETA."

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to state the terms and conditions under which CONTRACTOR will provide janitorial, cleaning and maintenance services for the premises used and occupied by SETA located at various sites as indicated on Exhibit A, hereinafter referred to as the "PREMISES."
2. SERVICES TO BE PERFORMED. CONTRACTOR agrees to perform the janitorial, cleaning and maintenance services for the PREMISES as set forth on the Janitorial Check List, attached hereto as Exhibit "B," incorporated herein by reference and made a part hereof. CONTRACTOR shall perform said services strictly in accordance with the Head Start Act (Public Law 97-35), the Workforce Investment Act of 1998 (Public Law 105-220), hereinafter referred to as WIA, and the Family Economic Security Act (California Unemployment Insurance Code, § 15000 et seq, hereinafter referred to as FESA, or as these laws have been or may be amended and the regulations promulgated thereunder, Governor's policies and procedures issued pursuant to WIA and FESA, and any new legislation, regulation, policy and/or procedure which may replace WIA and/or FESA, and all applicable federal, state and local laws and administrative regulations, and applicable SETA policies and procedures. The provisions of this Paragraph 2 may be waived, in whole or in part, by SETA to the extent that either Head Start or WIA funds are not used to compensate CONTRACTOR for such services.
3. TERM OF AGREEMENT. The term of this Agreement shall be for a three year period and shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall continue in full force and effect until terminated by either party. Either party may terminate this Agreement upon ten (10) days written notice of termination. This agreement may be extended for three additional one-year terms.
4. COMPENSATION. SETA shall pay CONTRACTOR monthly for services provided hereunder in accordance with the Payment Schedule attached hereto as Exhibit "C." CONTRACTOR shall send a bill to SETA no later than ten (10) calendar days after the end of each month and SETA shall make payment in the normal course of SETA's business during the term of this Agreement.
5. FINAL REPORT. All claims under this Agreement must be reported to SETA within thirty (30) calendar days following the termination of this Agreement to be binding upon SETA for payment. Failure to timely submit such claims shall be a waiver of CONTRACTOR's right to payment.

6. ALLOWABLE CLAIMS. Allowable claims shall be determined by SETA in accordance with this CONTRACT, including the Janitorial Checklist, which is attached hereto as Exhibit B and incorporated herein by reference, and all applicable laws, administrative regulations, SETA policies and procedures.
7. ADJUSTMENT CLAUSE. Should the present designated space to be cleaned be altered so as to increase the difficulty or the time requirement for performing these services, or should the space be expanded, the compensation set forth in Paragraph 4, above, shall be adjusted by mutual agreement of the parties. Any adjustment pursuant to this paragraph 7, or any other modification or amendment to this Agreement, shall be reduced to writing and signed by both parties. Any such adjustment, modification or amendment not in writing shall be of no force and effect.
8. MATERIALS AND SUPPLIES. CONTRACTOR will furnish all materials and equipment necessary to perform the foregoing services including cleaners, strippers, and disinfectant; an adequate supply of which is at all times to be maintained in the janitorial rooms of the PREMISES. Hand soap, towels, toilet tissue, and seat covers will be furnished by Head Start.
9. CLOSE-OUT. CONTRACTOR agrees to cooperate fully with SETA to ensure that this Agreement is "closed-out" within thirty (30) calendar days of the termination of this Agreement. Full cooperation shall require CONTRACTOR to complete and to furnish to SETA a number of documents which SETA shall specify.
10. QUALITY CONTROL. Systematic inspection will be conducted by SETA to ensure that all services are properly performed. To make certain that any problems that may arise will be promptly taken care of, CONTRACTOR shall maintain a twenty-four (24) hour answering service five (5) days per week for the receipt of any complaints. The telephone number of this service is: \_\_\_\_\_.
11. AUDIT AND INSPECTION. SETA reserves the right to review services, service levels and billing procedures as these effect charges against this Agreement. CONTRACTOR agrees to prepare and maintain records required by SETA which relate to its performance of this Agreement, specifically including, but not limited to, records pertaining to service delivery and fiscal and administrative controls. At any reasonable time or during normal business hours, SETA, the U.S. Department of Labor (DOL), the U.S. Department of Health and Human Services (HHS), the California Employment Development Department (EDD), the Office of Inspector General (OIG) and/or the Comptroller General of the United States, or their duly authorized representatives shall, until expiration of three (3) years after final payment under this Agreement or any extension or renewal thereof, have access to and the right to observe, monitor, evaluate and examine CONTRACTOR's performance of services and its offices and facilities utilized in the performance of this Agreement and any and all of its records with respect to all matters covered by this Agreement.

12. LICENSE FOR USE. Any other provision of this Agreement notwithstanding, CONTRACTOR agrees to and does hereby grant to SETA, the federal government and the State of California, a royalty-free, non-exclusive and irrevocable license throughout the world, for government purposes, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints, and technical information resulting from the performance of the work under this Agreement.
13. STATUTES, ORDINANCES AND REGULATIONS. In performing the services required of it under this Agreement, CONTRACTOR shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations. If such compliance is impossible for reasons beyond its control, CONTRACTOR shall immediately notify SETA of that fact and the reasons therefore.
14. INSURANCE AND BOND. CONTRACTOR will carry complete Commercial General Liability, Vehicle Liability and Workers' Compensation coverage, as set forth in the Insurance Requirements, attached hereto as Exhibit D and incorporated herein by this reference. All of its employees shall at all times at the expense of CONTRACTOR be covered by a blanket fidelity bond.
15. PERSONNEL.
- (A) CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. 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 Agreement.
  - (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 Agreement no person having an interest that 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 the DHHS or SETA, in their sole discretion, either singularly or jointly, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from the DHHS or SETA.

## 16. 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 Agreement:

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 Agreement 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 in a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust 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 12; and,
4. Has within a three (3) year period preceding this Agreement had one or more public (federal, state or local) transactions terminated for cause or default.
5. 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 Agreement an account of the circumstances and explanations therefore.
6. CONTRACTOR further agrees to request this certification from any subcontractors that perform services under this Agreement.

## 17. SMALL, MINORITY, AND WOMEN'S BUSINESSES.

Contractor shall take the following actions to ensure that small, minority and any women's businesses shall have the maximum practicable opportunity to participate in the performance this Agreement:

- (A) Include small, minority and women's businesses on source lists and assure that they are solicited whenever they are potential sources.
- (B) Divide total requirements into smaller requirements to permit maximum small, minority, and women's business participation whenever economically feasible and use the services and assistance of the Small Business Administration and the Office of Minority Business Development Agency, Department of Commerce, as required.

## 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 Agreement.
- (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 Agreement, in awarding financial assistance and in the conduct of procurement activities involving Agreement funds.
- (C) CONTRACTOR shall abide by all applicable federal and state laws and regulations and SETA policies regarding conflict of interest.

18. NONDISCRIMINATION/EQUAL OPPORTUNITY. During the performance of this Agreement, CONTRACTOR agrees as follows:

- (A) CONTRACTOR shall not discriminate, harass or allow harassment, against any employee, applicant for employment, Head Start child or family, or any other individual affected by the service being provided by CONTRACTOR pursuant to this Agreement because of sex, age, race, creed, color, disability, religion, national origin, political affiliation or belief, or heritage. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (B) CONTRACTOR shall, in all solicitations or advertisements for employment placed by or on behalf of CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to sex, age, race, creed, color, disability, religion, national origin, 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. Secretary of Labor.
- (E) CONTRACTOR shall furnish all information and reports required Executive Order 11246 of September 24, 1965, as amended, and by applicable rules, regulations, and orders of the U.S. Secretary of Health and Human Services, or pursuant

thereto, and shall access to its books, records, and accounts by the contracting agency and the U.S. Secretary of Health and Human Services 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 Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, 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. Secretary of Health and Human Services, 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 Agreement unless exempted by applicable rules, regulations, or orders of the U.S. Secretary of Health and Human Services 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 the U.S. Secretary of Health and Human Services 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.

19. INDEPENDENT CONTRACTOR. It is specifically agreed that in making and executing this Agreement, 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.

20. LICENSES AND PERMITS. CONTRACTOR shall secure and maintain throughout the term of this Agreement 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 Agreement

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. HOLD HARMLESS. 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 Agreement, including CONTRACTOR's failure to comply with or carry out any of the provisions of this Agreement

and acts of negligence or omission of CONTRACTOR, or anyone employed directly, indirectly or by independent contract by CONTRACTOR, regardless of whether caused in part by a party indemnified hereunder.

23. ASSIGNMENT. This Agreement is not assignable. Any attempt by CONTRACTOR to assign any performance of its obligations hereunder shall be null and void and shall constitute a breach of this Agreement.

24. 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 Agreement.

25. PRESS RELEASES AND COMMUNICATIONS. CONTRACTOR shall not communicate with the press, televisions, radio or any other form of media regarding its duties or performance under this Agreement without the prior express written consent of SETA. Unless otherwise directed by SETA, in all communications, CONTRACTOR shall make specific reference to SETA as the funding agency which is funded by the Administration for Children and Families, Department of Health and Human Services.

26. CHILD SUPPORT ENFORCEMENT ACT. In accordance with the Child Support Enforcement Act, CONTRACTOR recognizes and acknowledges:

- (A) the importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- (B) that, to the best of its knowledge, CONTRACTOR is fully complying with the earnings assignment orders of all employees.

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

28. NOTICES. All notices to be given to either of the parties under this Agreement 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 Agreement 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.

29. ENFORCEABLE CONTRACT.

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

30. TIME OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

THEREFORE, the Parties have executed this Agreement No. \_\_\_\_\_

SACRAMENTO EMPLOYMENT  
AND TRAINING AGENCY

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

BY: \_\_\_\_\_

Kathy Kossick  
Executive Director  
925 Del Paso Boulevard  
Sacramento, CA 95815-3608

\_\_\_\_\_  
Legal Name of CONTRACTOR

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

BY: \_\_\_\_\_

Signature of Authorized Officer

\_\_\_\_\_  
Name and Title of Authorized Officer

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

## Exhibit A

### SACRAMENTO EMPLOYMENT AND TRAINING AGENCY INSURANCE REQUIREMENTS

Prior to contract execution, commencement of program performance and disbursement of any funds, SETA shall receive from each funded agency's insurer an ORIGINAL, computer-generated, or faxed certificate of insurance and copies of required endorsements.

#### GENERAL REQUIREMENTS:

##### 1. CERTIFICATES OF INSURANCE MUST INCLUDE:

- A. Insuring Company's Name;
- B. Full Mailing Address of Insurance Company's Issuing Branch Office;  
(this item may be added to certificate by SETA staff)
- 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. As respects General Liability Coverage, statement 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:

When completing certificates of insurance, the following wording must be stricken from the standard statement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail within \_\_\_ days written notice to the certificate holder named to the left."

NOTE: Upon receipt of an acceptable certificate and endorsements, a cover letter will be sent to each insurance carrier indicating SETA's reliance on the certificate as evidence that insurance was indeed issued and is currently in force. A copy of the letter will be sent to both the broker/agent and the operator.

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

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

INSURANCE REQUIREMENTS

(Continued)

2. **REQUIRED INSURANCE ENDORSEMENTS: MUST HAVE POLICY NUMBER TYPED ON ENDORSEMENTS.**

3. 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 a funded agency to reduce or eliminate such deductibles or self-insured retentions as respects SETA, its officers, employees and volunteers.

**NOTE:** No SETA funds may be used to fund or otherwise pay for any deductibles, self-insured retentions and/or self-insurance.

4. SETA reserves the right to require funded agencies to obtain additional insurance coverage should the program activities provided require additional coverage. This is especially true for multi-funded agencies. Additional coverage might include 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.
5. SETA reserves the right to require funded agencies to provide SETA with complete copies of all insurance policies including endorsements.
6. All coverages shall be procured through a carrier satisfactory to SETA. If any coverage is canceled, revoked, reduced, or in any manner questioned or compromised, SETA shall not make any further disbursements to funded agency 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.
7. In the event insurance coverages expire at any time or times during the term of the subgrant, the program operator agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new certificate(s) of insurance evidencing insurance coverage(s) as provided for herein for not less than the remainder of the term of the subgrant. New certificates of insurance are subject to review for content and form by SETA.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
INSURANCE REQUIREMENTS

(Continued)

REQUIRED COVERAGES

1. FIDELITY AND DEPOSITORS' FORGERY COVERAGES (Not applicable for WSP and/or LTPL applicants)

A. Required Limits:

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

B. Required Endorsements:

1. "The Sacramento Employment and Training Agency is named as a loss payee as its interest may appear"; and,
2. "This insurance shall not be canceled, limited, or non-renewed until after fifteen (15) 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".

2. PROPERTY COVERAGE (Not applicable for WSP and/or LTPL applicants)

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 Endorsements:

1. "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"; and,
2. "It is agreed that any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency shall apply in excess of and not contribute with insurance provided by this policy".

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
INSURANCE REQUIREMENTS  
(Continued)

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

Subcontractors 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 subcontractor's Commercial General Liability Insurance. SETA is to be named as an additional insured for this coverage.

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. "The Sacramento Employment and Training Agency and its officers, employees and volunteers are named as an additional insured";
2. "It is agreed that any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency shall apply in excess of and not contribute with insurance provided by this policy"; and,
3. "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".

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
INSURANCE REQUIREMENTS  
(Continued)

4. VEHICLE LIABILITY COVERAGE

A. Required of all Program Operators

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 program operator 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. "The Sacramento Employment and Training Agency and its officers, employees and volunteers are named as an additional insured";
2. "It is agreed that any insurance and/or self-insurance maintained by the Sacramento Employment and Training Agency shall apply in excess of and not contribute with insurance provided by this policy"; and,
3. "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".

5. PROFESSIONAL LIABILITY COVERAGE (Not applicable for WSP and/or LTPL applicants)

A. Required of all program operators who 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.

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY  
INSURANCE REQUIREMENTS  
(Continued)

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 are not covered under a state's workers' compensation law, they shall be provided with adequate on-site medical and accident insurance.

B. Required Endorsement:

"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".

7. SELF-INSURANCE

If any coverage is provided by self-insurance, SETA requires a letter from the funded agency stating that:

- A. It agrees to SETA's insurance requirements as stated above;
- 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 contract.

A sample letter will be provided.

SECTION V

INSTRUCTIONS FOR COMPLETING THE PROPOSAL APPLICATION

REQUIRED RFP RESPONSE (APPLICATION) FORMAT

REFERENCES FORM

FAIR POLITICAL PRACTICES COMMISSION DISCLOSURE FORMS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,

AND VOLUNTARY EXCLUSION

CERTIFICATION REGARDING LOBBYING

LIST OF REQUESTED ATTACHMENTS

## INSTRUCTIONS FOR COMPLETING THE PROPOSAL APPLICATION

In this section, respondents must provide a description of the services proposed, i.e., administrative procedures, systems, and services planned.

- A. Section V of the Request for Proposals must be utilized as the proposal format for those agencies/organizations responding to the RFP.
- B. Provide the information required of each section as concisely, yet completely, as is possible. Be specific and, where appropriate or deemed necessary, provide examples that clarify descriptions.
- C. Provide information in the exact order as it is requested on the standard RFP response format provided.
- D. Be sure to include the corporate resolution or other valid instrument that certifies the authority of the signatory to negotiate and contractually bind the responding agency.

## SPECIAL INSTRUCTIONS WHEN SUBMITTING PROPOSALS

- 1. NO STAPLES
- 2. STANDARD TYPE
- 3. 8½ X 11 PAPER ONLY
- 4. SINGLE SIDE ONLY
- 5. ORIGINAL MUST HAVE ORIGINAL SIGNATURE(S) AND BE IDENTIFIED AS THE ORIGINAL
- 6. BLACK INK ON WHITE PAPER
- 7. ONE ORIGINAL PLUS 4 COPIES OF PROPOSAL
- 8. DO NOT BIND COPIES OR USE SECTION DIVIDERS

REQUIRED RESPONSE FORMAT  
SACRAMENTO EMPLOYMENT & TRAINING AGENCY  
HEAD START JANITORIAL SERVICES PROPOSAL

1. Respondent Agency: \_\_\_\_\_
2. Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_
4. Agency Status:  
Private Non-profit \_\_\_\_\_ Private for-profit \_\_\_\_\_  
Public Agency \_\_\_\_\_ Other: (Specify) \_\_\_\_\_

5. ASSURANCES AND CERTIFICATION:

I, (We), the undersigned, as the duly authorized representative(s) of the respondent agency, affirm that the information and statements contained within this proposal, to the best of my (our) knowledge, are truthful and accurate, and further, that I (we) am (are) duly authorized to submit this proposal from the respondent agency to deliver services. The corporate resolution, or other valid instrument, is attached as Exhibit A that certifies the authority expressed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If proposer is an individual, that individual shall sign.

If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or an equivalent document must be submitted with the proposal.

# HEAD START JANITORIAL SERVICES PROPOSAL

## PROGRAM NARRATIVE

### I. ORGANIZATIONAL STRUCTURE

Describe your organization. Include background, purpose, number of years in existence, number of staff, and lines of authority.

### II. PROPOSED COST(S)

Complete the following table for only those centers that your organization is proposing to serve. Include the total cost of personnel and supplies.

<b>Centers</b>	<b>Monthly</b>	<b>Triannual</b>
Auberry Park		
Bannon Creek		
Bright Beginnings		
Broadway		
Country Woods		
Crossroad Gardens		
Elkhorn		
Freedom Park		
Fruitridge		
Galt		
Grant Skills Center		
Grizzly Hollow		
Hillsdale		
Hopkins Park		
Illa Collin		
Job Corps		
Kennedy Estates		
La Verne Stewart		
Mather		
Nedra Court		
New Helvetia I		
New Helvetia II		
Norma Johnson		
Northview		
Parker Avenue		
Phoenix Park		

Sharon Neese		
Solid Foundation		
Strizek Park		
Vineland		
Walnut Grove		
Whispering Pines		

### III. RESPONSES:

Please respond completely to the following:

1. What experience does your firm have in regards to providing janitorial services in a pre-school setting?
2. What are the qualifications and experience of the personnel assigned to the daily and quarterly tasks?
3. What technical expertise does your firm have regarding the operations of equipment and the use of cleaning chemicals?
4. What mechanisms will be in place to communicate with the site staff?
5. What procedures do you utilize to monitor the work of the personnel assigned? Include how often such monitoring occurs.
6. What quality control methods do you utilize to assure the cleanliness of each of the sites?
7. Please provide information on the scheduling methods utilized by your firm.
8. How will you assure that daily coverage is maintained in the event of illness or vacations of your personnel?
9. Provide the name, address, and phone number of the person responsible for the daily activities.
10. Please describe how you will handle complaints regarding the cleanliness of each of the sites.

REFERENCES

To be completed by all respondents:

References (Agencies/Organizations)	Contact Person & Phone Number:	Period of Time, Type of Service(s) Provided, and Amount of contract:

**REFERENCES**  
(Continued)

To be completed by all respondents:

<b>References (Agencies/Organizations)</b>	<b>Contact Person &amp; Phone Number:</b>	<b>Period of Time, Type of Service(s) Provided, and Amount of contract:</b>

**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" attached to this Request for Proposals and file the form with the proposal. Additionally, all participants (as defined in the attached "Participant Disclosure Form") identified by the respondent in the proposal must file the "Participant Disclosure Form" attached to this Request for Proposals. If other individuals or entities become or are identified as parties or agents during the time the Parent Policy Council 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.

Important Notice

Basic Provisions of Section 84308

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

No Policy Council 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 Policy Council or Sacramento Employment and Training Agency board member or candidate for the Policy Council or Sacramento Employment and Training Agency during the 12 month period preceding the beginning of your active support or opposition. It will assist the board members in complying with the law.
- III. If you or your agent has made a contribution of \$250 or more to any Policy Council 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 both about the contribution and the fact that you are a participant to the proceeding.

## EXHIBIT C

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 Policy Council or Sacramento Employment and Training Agency.

1. An individual or entity is a "participant" in a proceeding involving an application for a license, permit or other entitlement for use, including a subgrant or contract, if:
  - A. The individual or entity is not an actual party to the proceeding, but does have a significant financial interest in the decision of the proceeding before the Policy Council 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 Policy Council or Sacramento Employment and Training Agency for the purpose of influencing the member's vote on the application or proposal;
  - (2) Communicates with an employee of the Policy Council or Sacramento Employment and Training Agency for the purpose of influencing a member's vote on the application or proposal; or
  - (3) Testifies or makes an oral statement before the Policy Council 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 Policy Council 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 as an employee or member of a law, architectural, engineering or consulting firm, or a similar business entity or corporation, both the business entity or corporation and the individual are agents.

## EXHIBIT C

4. To determine whether a campaign contribution of \$250 or more has been made by a participant or his or her agent, contributions made by the participant within the preceding 12 months shall 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 Policy Council or Sacramento Employment and Training Agency board members or candidates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 and 2 Cal. Adm. Code Section 18438.1 - 18438.8. For more information, contact PATTYE DOWNING, Employment and Training Analyst III for the Sacramento Employment and Training Agency, 925 Del Paso Blvd., Sacramento, California, 95815, (916) 263-3838 or the Fair Political Practices Commission, 428 J Street, Suite 800, 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:

Policy Council 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)

Government Code Section 84308

**PARTY DISCLOSURE FORM**

Information Sheet

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

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

Important Notice

Basic Provisions of Section 84308

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

## EXHIBIT C

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and other entitlements for uses, including all entitlements for land use; all contracts (other than competitively bid, labor or personal employment contracts) 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 individual acting as 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, both the business entity 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 Policy Council or Sacramento Employment and Training Agency board members or candidates are not aggregated.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact PATTYE DOWNING, Employment and Training Analyst III for the Sacramento Employment and Training Agency, 925 Del Paso Blvd., Sacramento, California, 95815, (916) 263-3838, or the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, California, 95814, (916) 322-5660.

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

**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:

Policy Council 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 Party and/or Agent)

SACRAMENTO EMPLOYMENT & TRAINING AGENCY

Governing Board

Chair

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

Vice Chair

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

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

**Council Member Jay Schenirer**  
City of Sacramento  
915 "I" Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814  
Phone: 808-5423  
Fax: 808-7680  
e-mail: [jschenirer@cityofsacramento.org](mailto:jschenirer@cityofsacramento.org)

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

*Current as of December, 2011*

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

\_\_\_\_\_

Name and Title of Authorized Representative

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## Instructions for Certification

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

pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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 Proposal (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**

Approved by OMB  
0348-0046

ATTACHMENT 2 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action</b></p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b></p> <p>a. initial filing b. material change</p> <p><b>For Material Change Only:</b></p> <p>year _____ quarter _____ date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p>Prime Subawardee</p> <p>Tier _____, <i>if known:</i></p> <p><b>Congressional District, if known:</b></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><b>Congressional District, if known:</b></p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, <i>if applicable:</i> _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b> \$</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		

<p><b>11. Amount of Payment</b> <i>(check all that apply)</i></p> <p>a. actual \$ _____</p> <p>b. planned \$ _____</p>	<p><b>12. Form of Payment</b> <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature</p> <p>Value:</p>	<p><b>13. Type of Payment</b> <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b></p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b>                      Yes              No</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.

**Signature:**

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_

**Title:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

**EXHIBIT E**  
Approved by OMB  
0348-0046

Reporting Entity:  
Page \_\_\_ of

(FR Doc. 90-10936 Filed 5-9-90; 8:45 am)  
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Standard Form-LLL-A

TO MAINTAIN UNIFORMITY OF RESPONSE, THE FOLLOWING EXHIBITS SHOULD BE LETTERED AS OUTLINED BELOW AND ATTACHED AT THE BACK OF YOUR PROPOSAL. DO NOT RELETTER EXHIBITS.

THE FOLLOWING EXHIBITS/ATTACHMENTS MUST BE COMPLETED BY ALL RESPONDENTS AND SUBMITTED WITH EACH PROPOSAL:

- ATTACHMENT #1 Insurance Prequalification
- ATTACHMENT #2 New Applicant Insurance Questionnaire
- EXHIBIT A Corporate Resolution
- EXHIBIT B References Form

THE FOLLOWING EXHIBITS MUST BE COMPLETED BY ALL RESPONDENTS AND SUBMITTED ONLY WITH THE ORIGINAL COPY OF EACH PROPOSAL:

- EXHIBIT C Fair Political Practices Commission Disclosure Forms
- EXHIBIT D Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- EXHIBIT E Certification Regarding Lobbying

Date: January 6, 2012

## PUBLIC NOTICE

The Sacramento Employment and Training Agency (SETA), a Joint Powers Agency of the City and County of Sacramento and designated administrative entity for the Sacramento County Head Start Program, is releasing a Request for Proposals under the Head Start Act soliciting proposals from qualified applicants to provide janitorial services for various Head Start sites. Head Start is a federally-funded program providing comprehensive developmental services primarily to low-income preschool children ages 3-5 and their families.

This Request for Proposals will be released on Friday, January 6, 2012. Proposals will be due on Friday, February 3, 2012. An Offeror's Conference followed by site visits will be held January 18-20, 2012 at SETA's Administrative Offices located at 925 Del Paso Blvd., Sacramento, CA 95815. Potential proposers are urged to attend. Questions concerning this RFP will not be answered after the offeror's conference.

The Sacramento Employment and Training Agency requires that specific insurance requirements are met before a contract is entered into with a contractor. These requirements relate to bond coverage, general liability, automobile liability, and workers' compensation coverage.

Copies of the Request for Proposals can be picked up at SETA's office located at 925 Del Paso Blvd., Suite 100, Sacramento, CA 95815 or [www.seta.net](http://www.seta.net). Questions regarding this document or the funding process can be directed to Ms. Celia Lopez at (916) 563-5101.

**Sacramento Employment and Training Agency  
Request for Proposals  
Janitorial Services  
SCORING SHEET**

Proposer: \_\_\_\_\_

RFP #: \_\_\_\_\_ Reader: \_\_\_\_\_

<b>EVALUATION CRITERIA</b>		
Evaluation of each proposal will be based on the following criteria:		
<b>FACTOR</b>	<b>POINT RANGE</b>	<b>SCORE</b>
A. Responsiveness of proposal in clearly stating the understanding of the work to be performed	25	
B. Cost	25	
C. Technical experience of the firm	20	
D. Experience and professional activities	10	
E. Size and structure of the firm	5	
F. Past performance on work previously done for SETA or similar government agencies	15	
<b>MAXIMUM POINTS</b>	100	