

Foundation for California Community Colleges, in partnership with the Department of Rehabilitation, shall support the 2024-2026 Student Training and Employment Program (STEP) project which will provide job preparation training, including job exploration, workplace readiness skills training, and work-based learning experiences to Students with Disabilities(SWD). Foundation for California Community Colleges shall manage STEP Grant Funds and shall provide comprehensive human resource and payroll services through its Career Catalyst program to [contracting entity name], [a California corporation, limited liability company, general partnership, sole proprietor or an individual].

For the purposes of this Agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, is referred to as "FOUNDATION" and [entity name] is referred to as "AWARDEE". Students With Disabilities (hereinafter "SWD") shall refer to the individual participating in the STEP and Career Catalyst program. By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").

The term of this Agreement is Effective Date through December 30, 2026

The amount of this Agreement is \$ _____

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

AWARDEE

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AWARDEE – second signature, if required

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES – second signature, if required

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

1. This Agreement is entered into by and between the Foundation for California Community Colleges, hereinafter referred to as the FOUNDATION, and **XXXXXXXXXXXXXX**, hereinafter referred to as the AWARDEE, for the purpose of providing prevocational training and work experience services to students with disabilities in accordance with the Solicitation for Proposals (“SFP”) for the 2024-2026 Student Training and Employment Program (STEP) Grant, which is attached hereto as Exhibit E. The term of this Agreement is the date the Agreement is signed by both parties through December 31, 2026.

The FOUNDATION will distribute funds to AWARDEE for services rendered and serve as the official employer of record for all paid work experience conducted by AWARDEE, through its Career Catalyst service. As such, the FOUNDATION will provide comprehensive human resource and payroll services for all SWDs placed in a paid work experience.

2. The project representatives during the term of this agreement will be:

FOUNDATION

STEP GRANT ADMINISTRATION INQUIRIES:

STEP Support Team

Step@foundationccc.org

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department

Foundation for California Community Colleges

1102 Q Street, Suite 4800

Sacramento, CA 95811

contracts@foundationccc.org

CAREER CATALYST

PROGRAM DIRECTOR (All Programmatic Issues):

Tim Aldinger

Executive Director, Workforce Development

Foundation for California Community Colleges

1102 Q Street, Suite 4800

Sacramento, CA 95811

916-491-4499

taldinger@foundationccc.org

PROGRAM AGREEMENT LIAISON (All Program & Contract Inquiries):

Annaliese Pennell

Contracts Specialist, Career Catalyst

Foundation for California Community Colleges

1102 Q Street, Suite 4800

Sacramento, CA 95811

Phone: (916) 325-0845

Fax: 916-325-0844

apennell@foundationccc.org

CAREER CATALYST WORKERS COMPENSATION RELATED INQUIRIES:

careercatalyst@foundationccc.org

AWARDEE

[Insert contact information]

All notices shall be in writing and shall be emailed, personally delivered, certified mail, prepaid postage and return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

3. Eligibility:

3.1. Eligible Applicants

Funds for the STEP program will be available for Local Workforce Development Boards (LWDB) and America's Job Centers of California (AJCC) seeking to increase services provided to students with disabilities. Only one proposal will be accepted from each LWDB or AJCC.

3.2. Eligible Participants

Determining participant eligibility is a key component of the STEP program. Coordination and collaboration with DOR will be necessary to ensure all eligibility requirements are met prior to the provision of STEP services and throughout the grant term.

Participants are required to meet and maintain their eligibility status for the full duration of their participation in STEP Program. Awardee is responsible for providing FOUNDATION with verification of a participant's eligibility status at the time of the participant enrollment and on a monthly basis thereafter to ensure participants remain eligible throughout the duration of the STEPS Program.

Confirming participant eligibility is an ongoing requirement. Awardee shall ensure that a student satisfies the participant eligibility requirements, as defined in this section, before and for the full duration of providing any STEP services. Awardee will bear the cost if services are provided to ineligible participants.

Eligibility for Enrollment to STEP Program

To be eligible for STEP, a participant must be:

1. An eligible consumer with DOR prior to enrollment in STEP; and
2. An individual with a disability in a secondary, postsecondary, or other recognized education program who:
 - a. Is not younger than 16;
 - b. Is not older than 21 years (must be offboarded from STEP before 22nd birthday); *and*
 - c. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq); *or*

- d. Is an individual with a disability for purposes of Federal Education Section 504, which defines a person with a disability as “any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment” (34 CFR 104.3).

Eligibility for Services through STEP program

Before services may begin for STEP participants:

1. All enrollment eligibility listed above must still be in effect;
 2. The SWD must be enrolled with and have an open case with DOR;
 3. Data outlined in Appendix B must be provided to the local DOR contract administrator or FOUNDATION at the time of a student’s enrollment and before any services begin; and
 4. Two forms must be completed, filed with DOR, and confirmation of receipt received. *See Appendix A:*
 - a. DR260 Consent to Release and Obtain Information
 - b. DR203 DOR Student Services Request Form
4. Workplace Readiness Training: Each participating SWD will receive job exploration and/or workplace readiness training under the STEP program OR will have completed relevant training within the year prior to participating in STEP. Examples of eligible activities are outlined in Section 1B of the attached SFP (Exhibit E). AWARDEE may deliver alternative work readiness training activities with FOUNDATION’s written approval (via email).
5. Work Experience: Each participating SWD must receive work experience, paid at no less than minimum wage mandated by Local, Federal, or State law. If any given SWD is unable to complete all designated hours of work experience (as determined in awardees proposal), AWARDEE may move those remaining work experience hours to a different SWD. AWARDEE is required to verify that all participating SWDs have met all ‘right to work’ and ‘selective service’ requirements. FOUNDATION shall provide Employer of Record service for all AWARDEE’s SWDs completing paid work experience under this Agreement.
6. Monthly Progress Reports: AWARDEE must complete monthly progress reports, due to FOUNDATION on the 10th of each month, beginning February 10, 2024. The progress reports will contain information on the grant activities of the prior month, including information on each SWD, any changes or updates to SWD eligibility outlined in Section 3(C) above, their workplace readiness training, their work experience placements, the types and cost of any additional services provided, staffing costs, travel costs, and any additional WIOA program placements.
- All reports must be submitted in the provided reporting template and must follow instructions as provided by FOUNDATION. Monthly Progress Reports should be submitted to: step@foundationccc.org
7. Performance Monitoring: The FOUNDATION and DOR will review progress on performance goals set out in the application on a quarterly basis.
8. Allowable Costs: All costs for this grant must be direct service costs.
9. Final Grant Evaluation: At the conclusion of grant activities, AWARDEE is required to submit a Final Grant Evaluation Form, along with a two (2) page narrative summarizing grant activities. Within 60 days of the project term date, the following reports will be due:
- **Project closeout report.** Further guidance regarding reporting and closeout requirements can be found

in *WIOA Closeout Requirements* (WSD16-05) on EDD's Website.

- **Activity report.** A two page summary of all activities that occurred during the contract period, including the number of students served, services provided, statistical data, and other relevant metrics gathered during the grant period.

10. Record Keeping Requirements: All STEP Grant documents must be kept for a minimum of five (5) years.

11. Funding information: STEP funds are federal Workforce Innovation and Opportunity Act (WIOA) Title IV Vocational Rehabilitation funds from the U.S. Department of Education. AWARDDEE shall comply with WIOA and any other Federal funding requirements (including 2 CFR Part 200) while expending funds under this Agreement.

- a. CFDA: 84.126A
- b. VR Fed 2022 grant number: H126A22000

Sample

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Cost Reimbursement Agreement**

This is a cost reimbursement Agreement. The FOUNDATION shall hold all STEP Grant Funds on behalf of AWARDEE and disburse the funds as appropriate to reimburse AWARDEE. The total amount of STEP Grant Funds available for services performed under this Agreement shall not exceed \$XXXX. FOUNDATION shall charge the onboarding fee and indirect rate described in Section 2.A of this Exhibit B Agreement for Career Catalyst services. The total fee to be paid to FOUNDATION under this Agreement for its Employer of Record Services for Paid Work Experience shall be \$XXXX, including applicable taxes. AWARDEE will be responsible for all costs incurred by SWDs under this Agreement. If SWDs incur costs that exceed the contract value, AWARDEE is responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay SWDs under State, Local, or Federal law. Under no circumstances can the FOUNDATION pay for services provided prior to the start date.

2. **Invoicing and Payment**

A. For Paid Work Experience (Career Catalyst Service):

- i. FOUNDATION will bill against AWARDEE's STEP Grant Funds for paid work experience performed under the terms of this agreement. This includes SWD's hourly rate, including any overtime or premium payments owed to the SWD plus employer payroll taxes (Reference budget). The actual percentage for employer tax is determined based upon assigned workers compensation codes;
- ii. FOUNDATION will bill a one-time \$100 onboarding fee per SWD against AWARDEE's STEP Grant Funds at the time of hire.
- iii. FOUNDATION will bill against AWARDEE's STEP Grant Funds an indirect rate of 18.8% of the total costs described above, to cover administrative and payroll fees associated with facilitating the Employer of Record Services. The FOUNDATION's indirect rate has been approved by the federal government through the FOUNDATION's negotiated indirect cost rate agreement (NICRA). The FOUNDATION will bill at the indirect rate of 18.8% for the life of this Agreement, however the FOUNDATION's indirect rate may be amended in future agreements to remain in alignment with the FOUNDATION's NICRA.
- iv. Depending on the location and size of the project members will be billed for additional travel expenses, time, and materials needed to train staff, onboard PARTICIPANT's, and perform WORK SITE visits. All charges will be agreed upon before the program begins; and
- v. CUSTOMER is responsible for compensating the FOUNDATION for any services performed or benefit cost incurred that are not listed in Exhibit A of the Agreement but are required under local, State and Federal law. Billed rates will be increased to reflect additional costs incurred due to overtime hours worked, payment of waiting time penalties, meal period premiums, and other statutory penalties imposed pursuant to applicable local, state, and federal laws.

- B. For all other services satisfactorily rendered, and upon receipt and approval of the monthly progress reports/invoices, FOUNDATION agrees to reimburse AWARDEE for actual expenditures incurred in accordance with Section 4 of this Exhibit B, “Project Budget.”
- C. The total amount of STEP Grant Funds available for services performed under this Agreement shall not exceed \$XXXX.

3. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner. The parties mutually agree that if the Congress and/or Legislature do not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

4. Project Budget

Insert approved awardee budget template from proposal.

EXHIBIT C

TERMS AND CONDITIONS OF CAREER CATALYST PAID WORK EXPERIENCE PROGRAM

FOUNDATION shall provide to AWARDEE the services as set forth below. The term "SWD" shall refer to the individual participating in the Career Catalyst program and the term "WORK SITE" shall refer to the agency or business where the SWD will be placed, where SWD will perform his/her job duties. AWARDEE agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and partners at all reasonable times. In providing such services to AWARDEE, FOUNDATION is not exercising any control over the wages, hours, or working conditions of any SWD. AWARDEE agrees and represents that FOUNDATION and AWARDEE are not acting as a joint employer with respect to the SWDs whom FOUNDATION employs during the period of this Agreement.

1. Foundation Responsibilities

1.1. FOUNDATION shall assume responsibility, as the employer of record for the SWDs.

1.2 FOUNDATION shall be responsible for payment of wages, as reported by AWARDEE, through the FOUNDATION's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws.

1.3 FOUNDATION shall be responsible for providing workers' compensation insurance coverage that covers the SWDs, as well as processing and defending all workers' compensation claims made by SWDs.

1.4 FOUNDATION shall be responsible for managing and tracking SWD leaves of absence, as may be required by law.

1.5 Upon AWARDEE's written request, FOUNDATION will conduct a background check for SWDs requested by AWARDEE for an additional fee.

2. 3. AWARDEE Responsibilities

3.1 AWARDEE, or AWARDEE's approved designee shall be responsible for verification of PARTICIPANT's right to work documents, specifically completion of Section Two of the PARTICIPANT's I-9 form electronically via the Foundation's HRIS Platform. PARTICIPANT I-9 forms shall be completed at the time of hire and before PARTICIPANT commences work.

3.2 AWARDEE shall have the responsibility for the day-to-day control and supervision of SWDs and must provide SWD with supervision, training, and work assignments in accordance with the WORK SITE request and job description.

3.3 AWARDEE shall allow for monitoring visits by representatives of the FOUNDATION and shall ensure that any WORK SITES will allow for monitoring visits by representatives of the FOUNDATION should the FOUNDATION elect to perform an inspection.

3.4 AWARDEE will notify FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.

3.5 If SWDs will be working at WORK SITES not under the direction and control of AWARDEE, AWARDEE shall have a signed "Work Site Agreement" with the WORK SITE. AWARDEE shall use a Work Site Agreement Template approved by the FOUNDATION in Exhibit G, attached to this Agreement and herein incorporated by

reference, as its Work Site Agreement with each WORK SITE. FOUNDATION in its sole discretion may deny placement of SWDs at any WORK SITE, if FOUNDATION deems the WORK SITE to be unsafe or non-compliant with State, Local, or Federal law.

3.6 Without the prior written agreement of FOUNDATION, AWARDEE will not entrust SWDS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.

3.7 AWARDEE shall ensure SWDs receive meal and rest breaks in compliance with both California Law and the Foundation's Policy and Procedures manual. AWARDEE agrees to accurately track and provide to FOUNDATION a time record for all hours worked by each SWD on a bi-weekly basis. The time record shall include all of the SWD's start and end times, as well as meal period and rest breaks. AWARDEE will be responsible for ensuring SWD's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, expedited delivery charges, and meal period premiums according to state or local law.

3.7.1 If AWARDEE submits a request to terminate a SWD, AWARDEE shall notify FOUNDATION at least 4 days in advance of the requested termination date (includes when SWDs completes his or her work experience); AWARDEE shall also notify FOUNDATION immediately in the event a SWDs voluntary quits his or her work experience. If AWARDEE fails to notify FOUNDATION in accordance with this term, AWARDEE shall be responsible for compensating FOUNDATION for payments made to SWDs for the costs of waiting time penalties, per Labor Code section 203.

3.8 AWARDEE will ensure that SWDs who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If SWDs over the age of 18 do exceed 8 hours per day or 40 hours per week, AWARDEE will be responsible for payment of overtime to the SWD. **This number cannot exceed 1000 hours per SWD per fiscal (July- June) year**, unless classified as a Student Assistant with AWARDEE and FOUNDATION approval.

3.9 AWARDEE will provide FOUNDATION with detailed job descriptions for each SWD prior to the start date for each PARTICIPANT. This will allow the FOUNDATION to apply an accurate Worker's Compensation Rate to be billed to AWARDEE.

3.10 AWARDEE shall collect and maintain a copy of each WORK SITE's Injury and Illness and Prevention Program (IIPP), and shall provide a copy to the FOUNDATION upon request.

3.11 AWARDEE shall collect and maintain a copy of each WORK SITE's Certificate of Insurance (COI) for each insurance policy that WORK SITE is required to maintain, pursuant to the WORK SITE Agreement between AWARDEE and WORK SITE, and shall provide a copy to the FOUNDATION upon request.

3.12 AWARDEE agrees that PARTICIPANT is prohibited from operating any motor vehicle or heavy equipment at any time as part of his or her work or training activities, unless and until AWARDEE secures FOUNDATION's approval and contract is revised to incorporate FOUNDATION's Driving Standard Policy.

3.13 AWARDEE shall immediately notify FOUNDATION if a PARTICIPANT is exposed to COVID-19 if the exposure meets the definition of "close contact," as defined by the California Department of Public Health (CDPH).

3.14 AWARDEE is required to provide proof of SWD's DOR enrollment to the FOUNDATION in order to onboard a SWD as an employee of the FOUNDATION. No SWD's shall be onboarded without proof of SWD's DOR enrollment. FOUNDATION in its sole discretion may deny reimbursement to AWARDEE or if AWARDEE has control of funds, require AWARDEE to reimburse the FOUNDATION, for any funds provided to SWD's who have not sufficiently presented proof of DOR enrollment prior to onboarding. ~~in order to onboard a SWD as an employee of the FOUNDATION.~~

4. Compliance with Federal, State, and Local Laws

4.1 AWARDDEE must provide all legally required documents prior to SWDs start date including, but not limited to: SWD Form I-9s and work permits for SWDs under the age of 18.

4.2 AWARDDEE shall certify that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

4.3 AWARDDEE and WORK SITE shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”) laws and regulations, including the recording of workplace injuries on AWARDDEE’s OSHA 300 logs.

4.4 AWARDDEE and WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of SWD.

4.5 AWARDDEE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.

4.6 As referenced in the SFP, AWARDDEE shall ensure the appropriate stewardship of funds and adherence to county, state, and federal laws, guidelines, and regulations for maintaining financial management expectations and procedures. This includes, but is not limited to, ensuring that expenditures made pursuant to this Agreement are in compliance and in conformity with the applicable provisions of the Office of Management and Budget (OMB) Circular, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” *OMB 2 CFR 200*. AWARDDEE is responsible for maintaining familiarity with this document, which can be found at <http://www.ecfr.gov/cgi-bin/text-idx?SID=d4f3d988a003c362c4ce04d6dbdb8e54&mc=true&node=pt2.1.200&rgn=div5>,

5. Worker’s Compensation and Employment Claims

5.1 AWARDDEE shall immediately notify FOUNDATION of any injury and/or Workers’ Compensation Claims related to a SWD.

5.2 AWARDDEE shall promptly report to FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the SWD’s employment, including allegations or reports of any irregularities or discrepancies by SWD.

5.3 AWARDDEE shall notify the FOUNDATION if a SWD will be allowed to operate any motor vehicle or heavy equipment at any time as part of his/her work/training activities. AWARDDEE must secure FOUNDATION’s written approval prior to SWD’s use of motor vehicles or heavy equipment.

6. Indemnification.

6.1 FOUNDATION shall be liable for and shall indemnify and hold AWARDEE harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives, in performance of the Services under this Agreement.

6.2 AWARDEE shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of AWARDEE or WORKSITE, their officers, employees, agents, subcontractors and representatives, arising from their responsibilities under this Agreement.

7. General Terms

7.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

7.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

7.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

7.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. AWARDEE shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

7.5 Debarment and/or Suspension. AWARDEE shall comply with Executive Order 12549, Debarment and Suspension. AWARDEE represents and warrants that AWARDEE is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

7.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

7.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

7.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California. The prevailing party in any action relating to breach or enforcement of this agreement shall be entitled to their reasonable attorneys' fees and costs.

7.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

7.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

7.11 Confidentiality. AWARDEE shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in AWARDEE's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after AWARDEE's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

7.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

7.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

7.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

7.15 Non-waiver. The failure of either FOUNDATION or AWARDEE, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

7.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

7.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

7.18 Termination for Cause. Either party shall have the right to terminate this agreement immediately should the other party be found to be in material breach of this Agreement. Should AWARDEE terminate this Agreement they shall no longer have access to the STEP Grant Funds awarded under this Agreement.

7.19 Termination for Convenience or Funding or Other Contingencies. It is mutually understood and agreed that the FOUNDATION may terminate this Agreement without cause upon thirty (30) days written notice for any reason. Further, if sufficient federal, state, local, or philanthropic funds are not appropriated for this contract, FOUNDATION shall have the right to terminate this contract within ~~thirty-fifteen~~ (30/15) days' notice. In the event appropriate funding is not appropriated for this contract, FOUNDATION may propose an amendment to this Agreement for a reduced scope of services, any such amendment shall require mutual agreement of the parties. Further, AWARDEE acknowledges and agrees that if the Department of Rehabilitation terminates its grant agreement with the FOUNDATION, FOUNDATION may terminate its Agreement with AWARDEE by providing ~~thirty-fifteen~~ (30/15) days' notice.

Sample

EXHIBIT D

CONTRACT CERTIFICATION CLAUSES

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective AWARDEE to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>AWARDEE/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

AWARDEE CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** AWARDEE has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code §12990 (a-f) and CCR, Title 2, Section 81-3) (Not applicable to public entities).
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** AWARDEE will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;

- ii. The person's or organization's policy of maintaining a drug-free workplace;
- iii. Any available counseling, rehabilitation and employee assistance programs; and,
- iv. Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- i. Receive a copy of the company's drug-free workplace policy statement; and,
- ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement of both and AWARDDEE may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the AWARDDEE has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: AWARDDEE certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against AWARDDEE within the immediately preceding two-year period because of AWARDDEE's failure to comply with an order of a Federal court, which orders AWARDDEE to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.).
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO-BONO REQUIREMENT: AWARDDEE hereby certifies that AWARDDEE will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.
AWARDEE agrees to make a good faith effort to provide a minimum number of hours of pro-bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.
Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.
5. EXPATRIATE CORPORATIONS: AWARDDEE hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All AWARDDEEs contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The AWARDDEE further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and the Public Contract Code Section 6108.
 - b. The CONTRACTOR agrees to cooperate fully in providing reasonable access to the AWARDDEE's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the AWARDDEE's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the AWARDDEE certifies that AWARDDEE is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California

1. CONFLICT OF INTEREST: AWARDDEE needs to be aware of the following provisions regarding current or former state employees. If AWARDDEE has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
Current State Employees (Pub. Contract Code §10410)

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer of employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent AWARDDEE with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411)

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If AWARDDEE violates any provisions of above paragraphs, such action by AWARDDEE shall render this Agreement void. (Pub. Contract Code §10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment or preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).

2. LABOR CODE/WORKER'S COMPENSATION: AWARDDEE needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and AWARDDEE affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).
3. AMERICANS WITH DISABILITIES ACT: AWARDDEE assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).
4. AWARDEE NAME CHANGE: An amendment is required to change the AWARDDEE's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the AWARDDEE is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

- b. "Doing Business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate AWARDDEE performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
 7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the AWARDDEE shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
 8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all AWARDDEE's that are not another state agency or other governmental entity.

EXHIBIT E

STUDENT TRAINING AND EMPLOYMENT PROGRAM (STEP) SOLICITATION FOR PROPOSALS (SFP)

Sample

EXHIBIT F

FEDERAL TERMS

AWARDEE agrees to comply with the following terms as applicable:

1. **Equal Employment Opportunity.** During the performance of this contract, the AWARDDEE agrees as follows:
 - a. The AWARDDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The AWARDDEE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AWARDDEE 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. The AWARDDEE will, in all solicitations or advertisements for employees placed by or on behalf of the AWARDDEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The AWARDDEE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the AWARDDEE's legal duty to furnish information.
 - d. The AWARDDEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the AWARDDEE's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The AWARDDEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The AWARDDEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the AWARDDEE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the AWARDDEE may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The AWARDDEE will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AWARDDEE will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event an AWARDDEE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the AWARDDEE may request the United

States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of AWARDDEEs and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with an AWARDDEE debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon AWARDDEEs and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **Davis-Bacon Act.**

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The AWARDDEE shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. AWARDEEs are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, AWARDDEEs are required to pay wages not less than once a week.

3. **Copeland Anti-Kickback Act.**

- a. The AWARDDEE shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The AWARDDEE or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime AWARDDEE shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as an AWARDDEE and subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards Act 29 C.F.R. § 5.5(b).**

- a. Overtime requirements. No AWARDDEE or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the AWARDDEE and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause

set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- c. Withholding for unpaid wages and liquidated damages. The FOUNDATION shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the AWARDEE or subcontractor under any such contract or any other Federal contract with the same prime AWARDEE, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such AWARDEE or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The AWARDEE or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. **Rights to Inventions Made Under a Contract or Agreement**

- a. If the award meets the definition of Funding Agreement under 37 C.F.R. Part 401.2(a) and the contract involves performance of experimental, developmental, or research work under that funding agreement, the AWARDEE must comply with 37 C.F.R. Part 401 and any implementing regulations issued by the Federal Emergency Management Agency (“FEMA”).

6. **Clean Air Act and Federal Water Pollution Control Act**

- a. Clean Air Act. The AWARDEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The AWARDEE agrees to report each violation to FOUNDATION and understands and agrees that the FOUNDATION will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The AWARDEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.
- b. Federal Water Pollution Control Act. The AWARDEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The AWARDEE agrees to report each violation to the FOUNDATION and understands and agrees that the FOUNDATION will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The AWARDEE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

7. **Suspension and Debarment**

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the AWARDEE is required to verify that none of the AWARDEE’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The AWARDEE must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by FOUNDATION. If it is later determined that the AWARDEE did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to FOUNDATION, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. **Byrd Anti-Lobbying Amendment.**

- a. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). AWARDEEs who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it

will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

9. **Procurement of Recovered Materials**

- a. In the performance of this contract, the AWARDEE shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The AWARDEE also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. As referenced in the SFP, AWARDEE shall ensure the appropriate stewardship of funds and adherence to county, state, and federal laws, guidelines, and regulations for maintaining financial management expectations and procedures. This includes, but is not limited to, ensuring that expenditures made pursuant to this Agreement are in compliance and in conformity with the applicable provisions of the Office of Management and Budget (OMB) Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," *OMB 2 CFR 200*.

CERTIFICATIONS

APPENDIX A, 44 C.F.R. PART 18 – 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: 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 an 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. 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. The undersigned shall require that the language of this certification be included in the award documents for all 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.C. 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.

The AWARDEE certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the AWARDEE understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of AWARDEE’s Authorized Official

Name and Title of AWARDEE’s Authorized Official

. Date