

Auburn
Citrus Heights
Colfax
Davis
El Dorado County
Elk Grove
Folsom
Galt
Isleton
Lincoln
Live Oak
Loomis
Marysville
Placer County
Placerville
Rancho Cordova
Rocklin
Roseville
Sacramento
Sacramento County
Sutter County
West Sacramento
Wheatland
Winters
Woodland
Yolo County
Yuba City
Yuba County

December 14, 2018

GovList, Inc.
Attn: Thao Hill
814 Mission Street
San Francisco, CA 94103

Re: SACOG Agreement #1819046 – GovList, Inc.
Effective Date: November 6, 2018

Dear Mr. Hill:

Enclosed, please find an original fully executed Reimbursement Agreement with SACOG and GovList, Inc., effective November 6, 2018.

Per the terms of your Agreement, please return a Certificate of Insurance to my attention within 30 days from the date of this letter.

If you have any questions, please contact me at (916) 319-5194. Thank you.

Sincerely,



Stacy Le
Contracts Coordinator

Enclosure

SACRAMENTO AREA COUNCIL OF GOVERNMENTS STANDARD AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract"), is made and entered by and between the SACRAMENTO AREA COUNCIL OF GOVERNMENTS, a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and GOVLIST, INC., a Delaware Corporation (hereinafter "Contractor"), at Sacramento, California.

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall complete work in accordance with the Scope of Work, attached hereto as **Exhibit "A"**, as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

- a. This Agreement shall go into effect on November 6th 2018, contingent upon approval by SACOG, and Contractor shall commence work after notification to proceed by SACOG's Project Manager. This Agreement shall end on November 6th, 2021, unless extended by written amendment pursuant to Section 12 below. The parties may agree to extend this Agreement for up to two additional one year terms.
- b. Contractor is advised that any recommendation for contract award is not binding on SACOG until the contract is fully executed and approved by SACOG.

2. Scope of Work: Contractor agrees to fully perform the work described in **Exhibit "A"** - Scope of Work. In the event of any inconsistency between **Exhibit "A"** and other terms and conditions of this Agreement, **Exhibit "A"** shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Executive Director. Approval shall not be presumed unless such approval is made by SACOG in writing.

Contractor agrees to offer the services described in Exhibit "A-2" to Participating Agencies, as defined in Exhibit "A-2". Contractor and Participating Agencies shall upon mutual agreement, enter into a Participating Agency Sub-Agreement in substantially the form attached hereto as Exhibit "J" at the same prices specified in Schedule 1 to Exhibit "A".

3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.

4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration:

a. Payment to Contractor by SACOG shall be made as set forth in **Exhibit "A" or Schedule 1 to Exhibit "A"**. The amount to be paid to Contractor under this Agreement shall not exceed **Fifty-Nine Thousand Four Hundred Dollars (\$59,400.00)** unless expressly authorized in writing by the SACOG Executive Director. In no instance shall SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

b. Cost Principles and Administrative Requirements:

(1) Contractor agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 CFR, Part 200, shall be used to determine the cost allowability of individual items.

(2) Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

(3) Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 23 CFR, 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any other applicable State or Federal Regulations, are subject to repayment by Contractor to SACOG. Disallowed costs must be reimbursed to SACOG within thirty (30) days unless SACOG approves in writing an alternative repayment plan. Should Contractor fail to return disallowed costs to SACOG within thirty (30)

days, SACOG is authorized to withhold payments due to Contractor from other SACOG contracts.

- (4) Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link:
<http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.
- (5) Contractor and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to SACOG. Contractor shall also provide SACOG with the Caltrans, Local Assistance Procedures Manual, **Exhibit 10-K** (Consultant Certification of Contract Costs and Financial Management System).
- (6) Contractors and subcontractors shall comply with:

23 CFR; Caltrans' Local Assistance Procedures Manual (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>);

Caltrans' Local Assistance Programs Guidelines (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>);

California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state Legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.
- (7) All subcontracts in excess of \$25,000 shall contain provisions 5.b(1) through 5.b(6) above.

6. Invoicing, Costs and Payment:

- a. Contractor shall submit monthly invoices in arrears to SACOG based on services provided and any actual costs incurred. Each invoice shall include the following: (i) prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor invoices shall also comply with all requirements set forth in Subsection b. below including, but not limited to, Subsection b(8). Contractor shall submit written invoices in triplicate to the SACOG as specified in Subsection b(8). Contractor shall be paid as specified in Subsection b. below; however, SACOG, at its own discretion, may withhold at least ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by SACOG of all final products. Said invoices shall indicate the number of hours worked by each of Contractor's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for SACOG, in its opinion, to substantiate billings. (Attached as **Exhibit "I"** is a matrix of SACOG's required supporting documentation for invoices.) SACOG reserves the right to withhold payment of disputed amounts.
- b. Allowable Costs and Payments: The following provisions shall apply only with respect to payments not specified in Exhibit "A": Contractor will be reimbursed for hours worked at the hourly rates specified in Contractor's Cost Proposal attached hereto (Caltrans, Local Assistance Procedures Manual, **Exhibit 10-H**) ("Cost Proposal"). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fees. These rates are not adjustable for the performance period set forth in this Agreement.
- (1) In addition, Contractor will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order/Scope of Work.
- (2) Specific projects will be assigned to Contractor through issuance of Task Orders/approval of the Scope of Work.
- (a) For any project to be performed under this Agreement, SACOG will prepare a draft Task Order/Scope of Work; less the cost estimate. A draft Task Order/Scope of Work will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate SACOG's Project Representative. The draft Task Order/Scope of Work will be delivered to Contractor for review. Contractor shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total

cost; the finalized Task Order/Scope of Work shall be signed by both SACOG and Contractor.

- (b) Task Orders/Scope of Work may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Contractor's Cost Proposal.
- (3) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- (4) When milestone cost estimates are included in the approved Cost Proposal, Contractor shall obtain prior written approval for a revised milestone cost estimate from SACOG's Project Manager before exceeding such estimate.
- (5) Progress payments for each Task Order/Scope of Work will be made monthly in arrears based on services provided and actual costs incurred.
- (6) Contractor shall not commence performance of work or services until this Agreement has been approved by SACOG, and notification to proceed has been issued by SACOG's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- (7) No expenditures are authorized on the project and work shall not commence until a Task Order/Scope of Work for the project has been executed by SACOG.
- (8) Contractor will be reimbursed as promptly as fiscal procedures will permit upon receipt by SACOG of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order/Scope of Work. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Contractor is billing, or upon completion of the Task Order/Scope of Work. Invoices shall detail the work performed on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order/Scope of Work number. Credits due to SACOG that include any equipment purchased under the provisions of Section 43 of this Agreement, must be reimbursed by Contractor prior to the expiration or termination of this Agreement. Invoices shall be mailed to SACOG's Project Manager at the address provided in Section 17.
- (9) The period of performance for Task Orders/Scope of Work shall be in accordance with dates specified in the Task Order/Scope of Work. No Task Order/Scope of Work will be written which extends beyond the expiration date of this Agreement.

- (10) The total amount payable by SACOG for an individual Task Order/Scope of Work shall not exceed the amount agreed to in the Task Order/Scope of Work, unless authorized by written amendment.
- (11) If the Contractor fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order/Scope of Work, no payment will be made until the deliverable has been satisfactorily completed.
- (12) Task Orders/Scope of Work may not be used to amend this Agreement and may not exceed the Scope of Work under this Agreement.
- (13) All subcontracts in excess of \$25,000 shall contain provisions 6.b(1) through 6.b(12) above.

7. Independent Contractor: The Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers or employees or agents of SACOG. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit SACOG to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. SACOG reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor with the reasons for termination stated in the notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Contractor at the address indicated in Section 17.
- b. Either party may terminate this Agreement, should the other fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, SACOG may proceed with the work in any manner deemed proper by SACOG. If SACOG terminates this Agreement with Contractor, SACOG shall pay Contractor the sum due to Contractor under this Agreement prior to Contractor's failure to perform, unless the cost of completion to SACOG exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. The maximum amount for which the SACOG shall be liable if this contract is terminated is Fifty-Nine Thousand Four Hundred Dollars (\$59,400).

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Contractor either in whole or in part, except to a successor to substantially all its business or assets relevant to this Agreement.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG (use of cloud service providers, such as Amazon Web Services, that Contractor uses as part of its general infrastructure shall not be considered to involve subcontracts).

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SACOG and any subcontractor, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to SACOG for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from SACOG's obligation to make payments to the Contractor.
- c. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by SACOG's Project Manager, except that which is expressly identified in the approved Cost Proposal.
- d. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to Contractor by SACOG.
- e. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors, including:
 - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, and "Contract Cost Principles and Procedures."
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit SACOG and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 31, Disadvantaged Business Enterprise Participation.
- f. Any substitution of subcontractors must be approved in writing by SACOG's Project Manager prior to the start of work by the subcontractors.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of Contractor's negligence, breach or willful misconduct connected with the performance of this Agreement, excepting only Losses caused by the negligence, breach or willful misconduct of an Indemnatee. Contractor shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY

- (1) Workers' Compensation; Employer's Liability.
- (2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001).
- (4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG).

MINIMUM LIMITS OF LIABILITY

Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability.

Bodily Injury/Property Damage \$1,000,000 each accident.

\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

\$1,000,000 per claim.

a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by SACOG.

b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) For any claims related to this Agreement, the Contractor's insurance coverage shall be the primary insurance with respect to SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of the Contractor's insurance and shall not contribute to it.
- (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
- (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SACOG.

c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by SACOG.

- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
 - e. Certified Copies of Policies: Upon request by SACOG, Contractor shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
 - f. Contractor's Responsibility: Nothing in this Section 15 shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Retention of Records and Audit Procedures:
- a. SACOG or its designee, including but not limited to any State or Federal agency, shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable) and other matters connected with the performance of the contract pursuant to Government Code 8546.7.
 - b. If so directed by SACOG upon expiration of this Agreement, the Contractor shall cause all Records to be delivered to SACOG as depository.
 - c. Contractor and its subcontractors agree to cooperate with the State and SACOG by making all appropriate and relevant project Records available for audit, inspection, and/or copying by the State, the California State Auditor, or any duly authorized representative of the State or Federal government. Such Records shall be available at all reasonable times during the term of this Agreement and

for three (3) years from the date of submission of the final expenditure report by the State to FHWA.

- d. For the purpose of determining compliance with Public Contract Code 10115, *et seq.*, and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.*, (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Contractor, subcontractors, and SACOG shall maintain and make available for inspection all Records, and other evidence pertaining to the performance of the contract including, but not limited to, the costs of administering the Agreement.
 - (1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The State, State Auditor, SACOG, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Contractor and its certified public accountants (CPA) work papers that are pertinent to the Agreement, and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
 - (2) Subcontracts in excess of \$25,000 shall contain this entire Section 16.
- e. Audit Review Procedures:
 - (1) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by SACOG's Executive Director.
 - (2) Not later than 30 days after issuance of the final audit report, Contractor may request a review by SACOG's Executive Director of unresolved audit issues. The Contractor's request for review will be submitted in writing.
 - (3) Neither the pendency of a dispute nor its consideration by SACOG will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.
 - (4) Contractor and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit workpaper review. If selected for audit or review, the Agreement, cost proposal, ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure Federal, State, or local government officials are allowed full access to the CPA's workpapers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by Contractor and approved by SACOG to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by SACOG at its sole discretion. Refusal by

Contractor to incorporate audit or review recommendations, or to ensure that the Federal, State or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

17. Project Managers: SACOG's Project Manager for this Agreement is Conor Peterson unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

Conor Peterson, Shared Services Analyst
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Telephone: 916.319.5188
Email: cpeterson@sacog.org

Contractor's Project Manager for this Agreement is Liam Dorpalen-Barry. No substitution of Contractor's Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8 (a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Liam Dorpalen-Barry, Chief Executive Officer
GovList, Inc.
814 Mission St, San Francisco CA
Telephone: (855) 680-4747
Email: liam@govlist.us

18. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Contractor shall notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. National Labor Relations Board Certification: Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Contractor assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Contractor also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code section 4450 and 4454, if applicable.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101 *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code §§ 12900 *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color,

ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status and shall comply with the obligations of the "Administering Agency, as set forth in Exhibit "G", "Fair Employment Practices Addendum" and Exhibit "H", "Non-Discrimination Assurances" attached hereto and incorporated herein by this reference. Contractor and its subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Administrative Code, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) 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:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or the organization's policy of maintaining a drug-free workplace;
- (3) Any available counseling, rehabilitation, and employee assistance programs; and
- (4) Penalties that may be imposed upon employees for drug abuse violations.

c. Every employee of Contractor who works under this Agreement shall:

- (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
- (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

26. Debarment, Suspension, and Other Responsibilities: Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.
- e. Contractor shall complete the Debarment Certification Form, attached hereto as **Exhibit "B"**.

27. Conflicts of Interest:

- a. Contractor shall disclose any financial, business, or other relationship with SACOG that may have an impact upon the outcome of this Agreement, or any ensuing SACOG construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing SACOG construction project, which will follow.
- b. Contractor hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Contractor shall immediately notify SACOG of any and all potential violations of this Section upon becoming aware of the potential violation.
- d. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

28. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SACOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

29. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

30. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Contractor certifies, to the best of his or her knowledge or belief, that:

- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement 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.
 - c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

31. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. In any event, Contractor shall complete the DBE Information Form attached to this Agreement as **Exhibit "C"**, as well as **Exhibit 10-02** from the Caltrans Local Assistance Procedures Manual, so that SACOG may compile statistics for Federal reporting purposes.

- a. Non-Discrimination: Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate. Each subcontract signed by

Contractor in the performance of this Agreement must include this nondiscrimination clause.

b. Prompt Payments to DBE and Non-DBE Subcontractors:

(1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from SACOG. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of SACOG. This clause applies to both DBE and non-DBE subcontracts.

(2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of SACOG. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by SACOG. If SACOG makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, SACOG shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as SACOG deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

(3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

c. Records: Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.

d. Termination of a DBE: In conformance with 49 CFR Section 26.53:

(1) Contractor shall not terminate a listed DBE subcontractor unless Contractor has received prior written authorization from SACOG's Project Manager. SACOG's Project Manager will authorize termination only if the Project Manager determines that Contractor has good cause to terminate

the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).

- (2) Prior to requesting SACOG's authorization to terminate and/or substitute a DBE subcontractor, Contractor shall give notice in writing to the DBE subcontractor, with a copy to SACOG, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the Contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why SACOG should not approve the Contractor's action. SACOG may, in instances of public necessity, approve a response period shorter than five days.
- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Contractor in writing with the date of certification. Contractor shall then provide to the Project Manager of SACOG written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Contractor: Contractor's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

32. Campaign Contribution Disclosure: Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as **Exhibit D**.

33. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

34. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sacramento County.

35. Integration: This Agreement represents the entire understanding of SACOG and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

36. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

37. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

38. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

39. Permission:

- a. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG may use, reuse, publish or otherwise deal with all such materials or work products only as specifically provided in **Exhibit A**. Contractor shall defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

40. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

41. Payee Data Record Form: Contractor shall complete the Payee Data Record form attached to this Agreement as **Exhibit E**, in lieu of IRS W-9, so that SACOG may submit payment information to its auditor/treasurer (Sacramento County).

42. Rebates, Kickbacks, or Other Unlawful Consideration: Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SACOG employee. For breach or violation of this warranty, SACOG shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

43. Equipment Purchase:

- a. Prior authorization in writing, by SACOG's Project Manager shall be required before Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Contractor services. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Contractor's Cost Proposal and exceeding \$5,000 prior authorization by SACOG's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following: "Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SACOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Contractor may either keep the equipment and credit SACOG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SACOG procedures, and credit SACOG in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SACOG and Contractor, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SACOG." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

44. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

45. Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Contractor agrees to report each Clean Air requirement violation to SACOG

and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

46. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and Chief Operating Officer. This Committee may consider the written information or additional verbal information submitted by Contractor at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that Contractor disputes the Committee's determination, Contractor may request review by SACOG's Executive Director of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The Contractor's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Contractor from full and timely performance in accordance with this Agreement.

47. Confidentiality of Data:

- a. All financial, statistical, personal, technical, or other data and information relative to SACOG's operations, which are designated confidential by SACOG and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- b. Permission to disclose information on one occasion, or public hearing held by SACOG relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.
- c. Contractor shall not comment publicly to the press or any other media regarding this Agreement or SACOG's actions on the same, except to SACOG's staff, Contractor's own personnel involved in the performance of this contract, or in response to questions from a Legislative committee.
- d. Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by SACOG, and receipt of SACOG'S written permission.
- e. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.
- f. All information related to cost estimates is confidential, and shall not be disclosed by Contractor to any entity other than SACOG.
- g. This section does not apply to information that is available to the public.

48. Evaluation of Contractor Performance: Contractor's performance may be evaluated by SACOG. A copy of the evaluation will be sent to Contractor for comments. The evaluation together with the comments shall be retained as part of the contract file.

49. Funding Requirements:

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- b. This Agreement is valid and enforceable only, if sufficient funds are made available to SACOG for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or SACOG's governing Board that may affect the provisions, terms, or funding of this Agreement in any manner.
- c. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.

- d. SACOG has the option to void the contract under the 30-day termination clause pursuant to Section 8 of this Agreement, or by mutual agreement to amend the contract to reflect any reduction of funds.

50. Liability Limitation: Neither party will be liable in connection with any subject matter for this Agreement for incidental or consequential damages or cost of procurement of substitute products or services or for any amounts in excess of amounts paid or payable to Contractor hereunder or for any matter beyond its reasonable control.

51. WARRANTY DISCLAIMER: EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, NEITHER PARTY MAKES (AND EACH PARTY DISCLAIMS) ANY WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT
AS OF THE DATE HEREIN ABOVE APPEARING:

SACRAMENTO AREA COUNCIL OF GOVERNMENTS



JAMES CORLESS
Executive Director

APPROVED AS TO FORM:



SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:



ERIK JOHNSON
Deputy Executive Director of Operations

GOVLIST, INC:

David Gertmenian-Wong
David Gertmenian-Wong (Dec 12, 2013)

DAVID GERTMENIAN-WONG
Chief Technology Officer

EXHIBIT "A"

SACOG Scope of Work

- **Introduction:**

The Contractor provides a web-based, end-to-end procurement lifecycle management solution. It starts with a module that assists in writing highest quality RFPs and bids using centrally managed templates and language which is critical for a consistent, compliant, easily repeatable, internal writing process every time. It includes a modern public-facing online bidding portal supporting a completely electronic subscribe-and-response vendor experience - all integrated into your website. It also includes an electronic evaluation and scoring module to ease the process of onboarding proposal evaluators with an automated scoring tool.

- **Tasks:**

Task 1: Software-as-a-Service Site Deployment & User Accounts

Deliverable: Administrative User Account access to the browser based Govlist software solution.

Completion date: 10/1/2018

Task 2: Solicitation Development Module – Template Setup

Deliverable: Two separate solicitation templates for our Request for Proposal (RFP) and Request for Qualifications (RFQ). Each template is broken up into two available options one for DLAE funding and one without DLAE funding for federally funded and non-federally funded solicitations.

Completion date: 10/1/2018

Task 3: Training

Deliverable: Govlist train SACOG staff in a "train the trainer" format.

Completion date: 10/1/2018

Task 4: Kick Off Meeting

Deliverable: Kick off meeting with our legal team to review and provide training on the platform.

Completion date: 10/15/2018

Task 5: Support

Deliverable: Support is provided online, within the software. Support includes changes to your core template language, normal training questions, near-real time support, and overall site administration. Simply ask your question or log your case, and a Govlist staff person will respond as soon as possible. During normal business hours, response time is usually within 1 hour, outside of business hours, support staff will answer as they are able.

Completion Date: Ongoing

- **Budget:**

The amount to be paid to Contractor under this Agreement shall not exceed **Fifty-Nine Thousand Four Hundred Dollars (\$59,400.00)** unless expressly authorized in writing by the SACOG Executive Director.

- **Option Years:**

This Agreement may be renewed upon mutual agreement of the parties prior to its expiration for up to two additional one-year terms. The parties shall negotiate pricing

Option Year 1: Expires November 6, 2022	Budget: Subject to Negotiation
Option Year 2: Expires November 6, 2023	Budget: Subject to Negotiation

Schedule 1 to Exhibit A

FEE SCHEDULE AND PRICING TERMS

1. Pricing Terms

Govlist offers to Participating Agencies the same discount and pricing shown below (\$1,650/month) at a maximum of 2 solicitation templates (i.e. RFP, RFQ, Consulting Services, etc.). Additional templates can be purchased for the same amount (\$825 per template) up to the MSRP (\$7,000/month), at which point, the number of templates are unlimited. Tiered monthly pricing detail is shown in the second table.

Base Pricing

	MSRP Monthly	Units	Total with Discount*
Solicitations Writer	\$4,000	1	\$1,100
Sourcing Portal	\$3,000	1	\$550
Evaluations Manager**	\$3,000	1	**
		Total	\$1,650*

*Includes two solicitation templates

Additional Template Pricing

	Units	Total
Package* w/ 3 solicitation templates	1	\$2,475
Package w/ 4 solicitation templates	1	\$3,300
Package w/ 5 solicitation templates	1	\$4,125
Package w/ 6 solicitation templates	1	\$4,950
Package w/7 solicitation templates	1	\$5,775
Package w/8 solicitation templates	1	\$6,600
Unlimited solicitation templates	1	\$7,000

*Solicitations writer, sourcing portal, and evaluations manager

Templates make up the core workflows that are defined in Govlist. Examples of a template would be "All RFPs" or "All RFQs". Is, for example, Construction RFPs are very different from the Standard RFP, in workflow and language, then that would be considered an additional template. "Invitations to Bid" might be a very different type of template, and therefore, that would a new workflow with specific language that goes along with the solicitation project. One may also consider this a "solicitation project type".

2. Administrative Cost Break

For each Participating Agency that leverages this agreement as its competitive solicitation, the annual price for SACOG will be reduced by an amount equal to the first month's payment of the member agency agreement with Govlist. In the case an agency upgrades the number of templates, the discount will be included for the first month of the upgrade. The discounts are permanent over the life of this agreement.

If SACOG no longer pays an annual fee based on Participating Agency use under the life of this agreement, SACOG would continue to receive an amount from Govlist equal to the first month's payment of each Participating Agency agreement with Govlist. Payment would be made to SACOG on an annual basis.

3. Contract Term

This Agreement may be renewed upon mutual agreement of the parties prior to its expiration for up to two additional one-year terms. The parties shall negotiate pricing

Option Year 1: Expires November 6, 2022	Budget: Subject to Negotiation
Option Year 2: Expires November 6, 2023	Budget: Subject to Negotiation

EXHIBIT "A-2"

AVAILABLE SOFTWARE SERVICES

I. Contractor's Relationship with Participating Agencies and SACOG

Govlist Inc. ("Contractor") will provide Software as a Service as requested by any local government agency. Contractor will be the main point of contact for all Participating Agency locations. Contractor's corporate headquarters is located at 814 Mission Street, 6th Floor San Francisco, CA 94103 and that is where all of the billing will take place. Contractor is a fully integrated Software Service provider.

At the option of Contractor, other cities, counties, school districts or governmental agencies (Participating Agencies) may receive any of the available services set forth herein upon negotiation, execution and delivery of a Participating Agency Sub-Agreement with Contractor, substantially in the form attached hereto as Exhibit "J" at the same prices specified in Schedule 1 to Exhibit A, terms and conditions of this proposal. There is no guarantee of usage by the Participating Agencies. Participating Agencies utilizing the procurement conducted by SACOG for Contractor's services will place their orders directly with Contractor. All Participating Agencies' requirements, purchase orders, invoices, and payments will be handled directly with Contractor. Pricing is specified in Schedule 1 to this Exhibit A.

SACOG shall not be responsible for any Participating Agency's failure to execute a Sub-Agreement, or for the breach of any Sub-Agreement by a Participating Agency. SACOG shall not be responsible for verifying or ensuring that a Participating Agency's procurement requirements have been met.

Each Participating Agency Sub-Agreement will include a Scope of Work detailing the services to be provided to the Participating Agency. The Scope of Work provided by the Participating Agency shall not request services beyond those listed below in Section II. Contractor's Available Services. Contractor may use the name and logo of SACOG and each Participating Agency as a customer on Contractor's website and elsewhere.

II. Contractor's Available Services

Contractor's services address the front end of the purchasing process and continues with project solicitation throughout its lifecycle, guiding the team with the right tools at the right time. Listed below are the software, services, and products available under this agreement.

- **Software-as-a-Service Site Deployment** – Each new customer will be given perpetual access to their Govlist solution. License is granted for the duration of the agreement. All software is accessed via a web browser. Each customer will receive a link to the Management Tools (i.e. secure.govlist.us) and also a link to be integrated into

your public site if the Sourcing Module is included (i.e. secure.govlist.us/portal/customer)

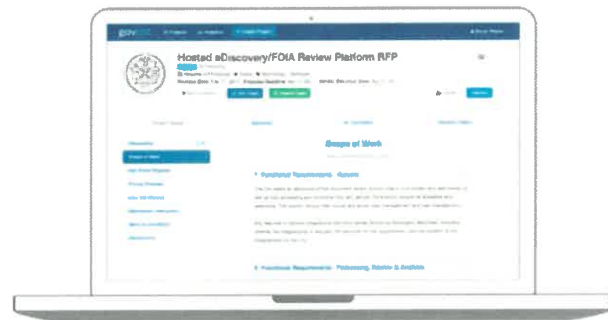
- **User Accounts** – Administrative User Accounts will be granted to the primary champions of the project during the implementation phase for purposes of reviewing and approving the implementation. Unlimited users may be granted by Customer Administrators.
- **Solicitation Development Module – Template Setup:** Templates make up the core workflows that are defined in Govlist. Examples of a template would be "General RFPs" or "General RFQs". If, for example, Construction RFPs are very different from the Standard RFP, in workflow and language, then that would be considered an additional template. "Invitations to Bid" might be a very different type of template, and therefore, that would be a new workflow with specific language that goes along with the solicitation project. One may also consider this a "solicitation project type". Upon customer having interest in moving forward, Govlist and agency staff would determine the number of templates based on the organizations existing solicitation categories.
- **Kick Off Meeting** – Please refer to the "Govlist Kick Off Agenda Template", attached hereto as Exhibit "K", for further details about the project team member and project deliverables.
- **Validation** – Included in the Software-as-a-Service fee, Govlist will receive and review existing templates and samples, and implement them as workflow and language options in the Govlist platform. The Customer Primary Contact will have an opportunity to review the first draft implementation, suggest changes, and then Govlist will accommodate that feedback into the software configuration. Govlist will turn templates into guided software that includes workflow and collaboration.
- **Training** - Govlist will include 3 one (1) hour trainings for onboarding new customers. Additional trainings may be added at no cost as available time permits. All trainings will be recorded and delivered to the customer along with the contextual help links and instructions in the software. The Training Goal for Govlist software is to be guided and intuitive due to the nature of the infrequent use by some users such as drafting solicitations and evaluations, and scoring proposals. Contextual training will be available on-demand with each use of the Govlist platform.
- **Support** – Support is provided online, within the software. Support includes changes to your core template language, normal training questions, near-real time support, and overall site administration. Simply ask your question or log your case, and a Govlist staff person will respond as soon as possible. During normal business hours, response time is usually within 1 hour, outside of business hours, support staff will answer as they are

able. You may also email support@govlist.us or call Contractor at a number that will be provided to you at the time of implementation.

III. Available Products

Govlist Solicitation Writer

Govlist starts at the beginning of the procurement process...at the request stage before the solicitation document has even been created. We structure the solicitation document creation process using standards, rules and legal requirements of your agency.



Next, we use our guided workflow and content suggestion engine to assist the user through the process of creating a purchasing project. Built utilizing the best practices of other top procurement organizations, users will produce consistent, complete and compliant solicitations every time.

Have most of the solicitation draft accurately represented before hitting your desk. The result is a high quality organized RFP that takes less time to build and is more intuitive for the bidder.

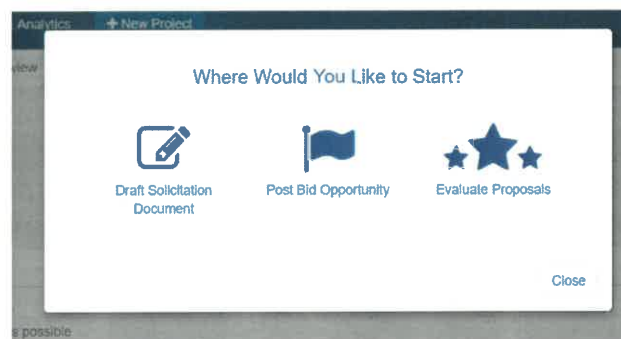


Image 1. The three modules for Govlist

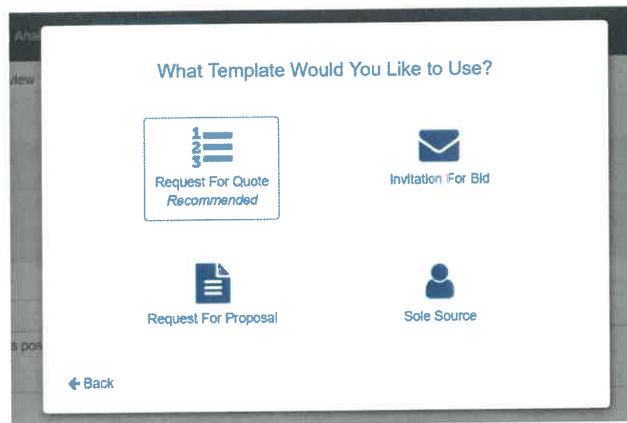
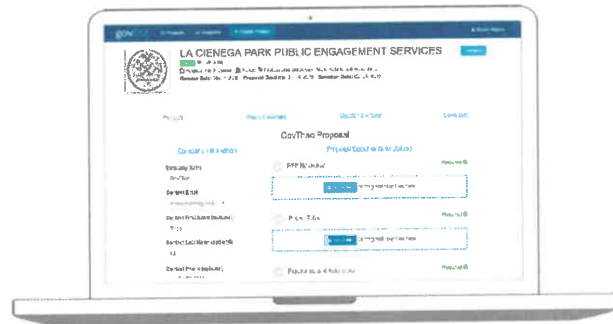


Figure 2. The different types of solicitations supported

Govlist Sourcing Portal

RFPs, RFQs and other projects that require vendors to offer bids do not have to be just one big PDF document. Offer vendors a friendly portal to respond to solicitations that include a breakout of each section, clear expectations of all deadlines, a collaboration space for Questions and Answers, and notifications to vendors of updates to the solicitation. The Sourcing Portal sets yours agency up for success in getting responses that are exactly what you asked for in the format you expected. This will come in handy as we progress from the open solicitation period to evaluations.



Govlist Analytics

Put Your Data to Work - Fully leverage valuable data and insights from your procurement processes. Govlist's analytics tools collect detailed metrics on your organization's procurement process and surfaces them with



interactive charts and graphs.

Better Data, Better Decisions - Use analytics to help solve your biggest challenges and take the guess work out of decision making. Discover how quickly projects are being processed and learn where the bottlenecks are in each phase of the project.

Real-Time Updates - Always be up to date with real-time delivery of data analytics

Govlist Evaluations Manager

Spend less time shuffling through printed evaluation packets. Easily review associated response documents with an intuitive online tool where materials can be accessed from any device. Easily enter evaluation comments that help you and your selection team stand behind your scoring decisions.



Because the solution fosters an environment for new levels of integrity and and fairness, the tool can provide confident transparency that increases citizen trust in purchasing offices.

EXHIBIT "B"
DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of Federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) 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 paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

Dated this 12th day of December, 20 18

By David Gertmenian-Wong
David Gertmenian-Wong (Dec 12, 2018)

Authorized Signature for Contractor

David Gertmenian-Wong, Chief Technology Officer
Printed Name and Title

Govlist, Incorporated
Contractor Firm Name and Type of Entity (Corp., Partnership, Sole Proprietor)

814 Mission Street, 6th Floor
Address

San Francisco, CA 94103
City/State/Zip Code

510-390-0996 david@govlist.us
Area Code/Telephone Number and E-Mail Address

EXHIBIT "C"

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

Background

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Sacramento Area Council of Governments (SACOG), the California Department of Transportation ("Caltrans"), and the U.S. Department of Transportation that DBE's have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of SACOG contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE's. The CUCP database may be accessed on-line at <http://www.californiaucp.com>. If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the Caltrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

DBE/UDBE Participation Information

(Awardee must check at least one of the options below, provide required information regarding certified DBE's, and sign this Information Sheet on page 3)

 X Option #1 - No Certified DBE participation proposed for this contract.

 Option #2 - It is proposed that the following DBE(s) be used on this contract:
(Please attach an additional sheet if necessary)

Name of Certified DBE DBE Certification No.

DBE Address DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one):

Less than \$500,000
\$500,000-\$1 million
\$1 million-\$2 million
\$2 million-\$5 million
Over \$5 million

Age of Firm

Race/Ethnicity: _____ Asian Pacific _____ Caucasian _____ Other _____
_____ Asian Subcontinent _____ Hispanic
_____ Black _____ Native American

Capacity of DBE (e.g., contractor, subcontractor, vendor) \$ Amount DBE Participation

Description of services or materials to be provided by DBE

Name of Certified DBE DBE Certification No.

DBE Address DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one):

Less than \$500,000
\$500,000-\$1 million
\$1 million-\$2 million
\$2 million-\$5 million
Over \$5 million

Age of Firm

Race/Ethnicity: _____ Asian Pacific _____ Caucasian _____ Other _____
_____ Asian Subcontinent _____ Hispanic
_____ Black _____ Native American

Capacity of DBE (e.g., contractor, subcontractor,
vendor)

\$ Amount DBE Participation

Description of services or materials to be provided by DBE

Submitted by:

David Gertmenian-Wong

David Gertmenian-Wong (Dec 12, 2018)

Signature

12-12-2018

Date

David Gertmenian-Wong, CTO

Print Name and Title

Govlist, Inc.

Name of Contractor, if different than signatory

EXHIBIT "D"
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the SACOG Board of Directors are:

Jason Banks	Robert Jankovitz	Jay Schenirer
John Buckland	Paul Joiner	Jeff Slowey
Christopher Cabaldon	Patrick Kennedy	Matt Spokely
John Clerici	Steve Miklos	Tom Stallard
Mark Crews	Pierre Neu	Darrell Steinberg
Kim Douglass	Tim Onderko	Andy Vasquez
Jack Duran	Susan Peters	Brian Veerkamp
Dan Flores	Susan Rohan	Rick West
Lucas Frerichs	Ricky Samayoa	
Sue Frost	David Sander	
Greg Janda	Don Saylor	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

☐ YES ☒ NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

☐ YES ☒ NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

12-12-2018

DATE

David Gertmenian-Wong

David Gertmenian-Wong (Dec 12, 2018)

(SIGNATURE OF AUTHORIZED OFFICIAL)

David Gertmenian-Wong, Chief Technology Officer

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Govlist, Inc

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) **"Party"** means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) **"Participant"** means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) **"Agency"** means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) **"Officer"** means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) **"License, permit, or other entitlement for use"** means 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 contracts), and all franchises.
 - (6) **"Contribution"** includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has

willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811, (916) 322-5660.

County of Sacramento
PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

PAYEE DATA RECORD		INSTRUCTIONS: Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.	
TYPE		Check the boxes that apply to Sacramento County's payments to you ☐ Goods ☒ Services ☐ Medical Services ☐ Legal Services ☐ Rents/Lease ☐ Other	
PAYEE INFORMATION		NAME (as shown on your income tax return) Govlist, Inc. TRADE NAME OR DBA (if different from line 1) MAILING ADDRESS (Number and Street or P.O. Box Number) 814 Mission Street, Suite 600 (City, State and Zip Code) San Francisco, CA 94103 PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number, City, State and Zip Code) 814 Mission Street, Suite 600, San Francisco, CA 94103 ePAYABLE CONTACT INFORMATION (Name, Phone Number and Email Address) David Gertmenian-Wong 510-390-0995 david@govlist.us	
FEDERAL TAX CLASSIFICATIONS & EXEMPTIONS		Check appropriate federal tax classification ☐ INDIVIDUAL OR SOLE PROPRIETOR (SSN) ☐ PARTNERSHIP (FEIN) ☐ ESTATE OR TRUST (FEIN) SSN is mandatory of all Individuals/Sole Proprietors by authority of CA Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1088.6 CORPORATION (FEIN): (MARK ONLY ONE TYPE): ☒ C CORPORATION (FEIN) ☐ S CORPORATION (FEIN) LIMITED LIABILITY COMPANIES (LLC): ☐ LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C=Corporation S=S Corporation P=Partnership) ☐ GOVERNMENT ENTITIES - Federal, State, and Local (including School Districts) ☐ EXEMPT (nonprofit) payee code if any Exemption from FATCA reporting (see instructions on next page)	
TAX ID NUMBER		Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN. Single member LLCs (disregarded entities must enter the TIN of the owner identified on the Name line). SOCIAL SECURITY NUMBER EMPLOYER IDENTIFICATION NUMBER 8 1 - 2 0 7 0 5 4 7	
RESIDENCY STATUS		☒ California Resident - Qualified with Secretary of State to do business in California or maintains a permanent place of business in California. (See Nonresident Withholding on next page) ☐ California Nonresident - Subject to State income tax withholding. (see Nonresident Withholding on next page) ☐ California Nonresident Exemption - To qualify for exemption, check one of the following: ☐ No services provided in California. ☐ A completed Franchise Tax Board Form 590. - (must be attached) ☐ A waiver of State withholding from Franchise Tax Board. - (must be attached) CALIFORNIA SALES TAX PERMIT NUMBER	
CERTIFYING SIGNATURE		Under penalty of perjury, I certify that: 1 The number shown on this form is my correct taxpayer identification number, and 2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3 I am a United States person (including a United States resident alien), and 4 The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 5 If facts change upon which this form are based, I will promptly notify the County of Sacramento. AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE(Type or Print) E-MAIL ADDRESS David Gertmenian-Wong Chief Technology Officer david@govlist.us SIGNATURE OF U.S. PERSON. DATE TELEPHONE NUMBER David Gertmenian-Wong 12-12-2018 510-390-0995	

County of Sacramento

County of Sacramento
Payee Data Record
(REV Apr 2017)

PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietorship, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call 1-800-852-6711
From outside the United States, call 1-916-845-6500
For hearing impaired with TDD, call 1-800-822-6268

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4600
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to ePayables@sacounty.net and include: company name, contact person, email address and phone number.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@sacounty.net

EXHIBIT "F"
County of Sacramento

Vendor ACH/Direct Deposit Authorization Form

Please Check One: ☒ NEW Direct Deposit ☐ CHANGE Direct Deposit ☐ CANCEL Direct Deposit

Vendor Information

Vendor Name: Govlist Inc.

Address: 814 Mission St
Street Address Suite #

San Francisco CA 94103
City State ZIP Code

Contact Name: David Gertmenian-Wong Title: Chief Technology Officer

Business Phone: (855) 680-4747 Fax Number: _____

Remittance E-Mail Address: david@govlist.us

Banking Information

Vendor's Bank Name: Chase

Bank Address: _____
Street Address Suite #

_____ _____
City State ZIP Code

Bank Contact Name: _____

Primary Phone: _____ Fax Number: _____

ABA Routing No: 322271627 Account Number: 818950292

Account Type: ☒ Checking ☐ Savings
(Please check only one)

Vendor's Authorization

I certify that the information provided on this form is correct, and I hereby authorize County of Sacramento to electronically deposit payments to the bank account designated above and if necessary, to adjust or reverse a deposit for any entry made to this account in error. It is my responsibility to immediately notify County of Sacramento if I believe there is a discrepancy between the amount deposited to the bank account above and the amount of the invoice(s) paid. I understand that I must notify County of Sacramento in writing immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until County of Sacramento has received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days. County of Sacramento will assume zero overdraft liabilities for this activity.

Authorized Signature: David Gertmenian-Wong Title: Chief Technology Officer
David Gertmenian-Wong (Dec 12, 2018)

E-Mail Address: david@govlist.us Date: Dec 12, 2018

AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

The County of Sacramento is now offering ACH (Automated Clearing House) payments for all our suppliers, service providers, and business partners.

Please complete each section of the following form including a copy of a voided check or bank authorization letter. The remittance advice will include statement-type information such as invoice numbers, account number, date and dollar amount for invoices.

The benefits to your company include:

- Saving time and money by reducing labor, expenses and risks associated with checks.
- Enhancing cash flow by expediting the receipt of cash and eliminating mail and paper check float.
- Conserving the environment by eliminating the printing and mailing of paper checks and utilizing secure electronic payments.

You may contact our Payment Services Unit at ach@saccounty.net to return the forms electronically or if you have any questions pertaining to this payment option. A thorough verification process will be completed prior to approval of ACH payments and all updates or changes require management authorization. All ACH payments will comply with the security standards of the NACHA Operating Rules. The confidentiality of banking information is secured and stored on our secured network systems.

The County of Sacramento appreciates your products, services, and business relationship. We look forward to providing your company with this new and more efficient payment option.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantConsultant Govlist, IncProject No. 999-020-01.69 Contract No. 1819046 Date 12/12/2018

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	Thao Hill	0	\$	\$ 0
(Sr. Civil Engineer)			\$	\$
(Envir. Scientist)			\$	\$
(Inspector)**			\$	\$

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 0

b) Anticipated Salary Increases (see page 2 for calculation) \$ 0

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 0

INDIRECT COSTS

d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____

Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ _____

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee _____% \$ _____

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$	\$
Equipment Rental and Supplies	1	1	\$ 19800	\$ 19800
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$

l) TOTAL OTHER DIRECT COSTS \$

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	\$
Subconsultant 2:	\$
Subconsultant 3:	\$
Subconsultant 4:	\$

m) TOTAL SUBCONSULTANTS' COSTS \$

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] \$ 19800

TOTAL COST [(c) + (j) + (k) + (n)] \$ 19800

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Thao Hill Title *: VP of Sales
 Signature : Thao Hill Digitally signed by Thao Hill
Date: 2018.12.12 17:01:08 -08'00' Date of Certification (mm/dd/yyyy): 12/12/2018
 Email: thao@govlist.us Phone Number: 415-470-2428
 Address: 814 Mission Street, 6th Floor, San Francisco, CA 94103

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

This is a SaaS solution that includes software, cloud infrastructure, implementation, support, and training, in one fixed price agreement. Govlist is an e-procurement automation solution for government agencies.

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Govlist, Inc

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 0 % OR

Home Office Rate 0 % and Field Office Rate (if applicable) 0 %

Facilities Capital Cost of Money 0 % (if applicable)

Fiscal period * 0

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\)](#); [48 CFR Part 31.201-2\(d\)](#); [23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)

☐ Cognizant ICR Audit	☐ Local Gov't ICR Audit	☐ Caltrans ICR Audit
☐ CPA ICR Audit	☐ Federal Gov't ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Thao Hill

Title**: VP of Sales

Signature: Thao Hill

Digitally signed by Thao Hill
Date: 2018.12.12 17:04:43 -08'00'

Date of Certification (mm/dd/yyyy): 12.12.2018

Email**: thao@govlist.us

Phone Number**: 415-470-2428

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Sacramento Area Council of Governments 2. Contract DBE Goal: N/A
 3. Project Description: e-Procurement Software as a Service for Agency-wide RFPs and RFQs
 4. Project Location: Sacramento, CA
 5. Consultant's Name: Govlist, Inc 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$59,400
 8. Total Dollar Amount for ALL Subconsultants: NA 9. Total Number of ALL Subconsultants: 0

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$0
20. Local Agency Contract Number: <u>1819046</u> 21. Federal-Aid Project Number: <u> </u> 22. Contract Execution Date: <u>12/14/2018</u> Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION 0 %
23. Local Agency Representative's Signature: <u>Jay Mason</u> 25. Local Agency Representative's Name: <u>Procurement Officer</u> 27. Local Agency Representative's Title: <u> </u>			
24. Date: <u>12/14/18</u> 26. Phone: <u>(916) 340-6223</u>			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature: <u>Thao Hill</u> 17. Preparer's Name: <u>VP of Sales</u> 19. Preparer's Title: <u> </u>
16. Date: <u>12-12-2018</u> 18. Phone: <u>415-470-2428</u>			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT "G"

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5 Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY'S breach of this Agreement.

EXHIBIT "H"

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirement; of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT H

During the performance of this Agreement ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as if or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT H

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2003d to 2003d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HAEENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns

(1) that no person shall on the grounds of race, color sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.⁴

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT H

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

APPENDIX D TO EXHIBIT H

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)"

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)"

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

EXHIBIT I - SACOG REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

Type of Expense	Required Supporting Documentation for Sub-Recipient Invoices	Required Supporting Documentation for Contractor/ Sub-Contractor Invoices
Labor Costs	☐ Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate	☐ Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate
Travel Costs	☐ Travel request approval/details and appropriate documentation for type of travel expense below: ☐ Date, miles driven, addresses traveled from and to, purpose of travel. ☐ Map preferred. ☐ Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates.	☐ Travel request approval/details and appropriate documentation for type of travel expense below: ☐ Date, miles driven, addresses traveled from and to, purpose of travel. ☐ Map preferred. ☐ Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates.
Meals, Incidentals, Transportation & Lodging	☐ If any charges are for more than one person, names of all parties and purpose of charge must be provided. ☐ Approval of indirect rate from cognizant agency	☐ If any charges are for more than one person, names of all parties and purpose of charge must be provided. ☐ Approval of indirect/overhead rate from cognizant agency or
Indirect/Overhead Charge		☐ Form 10-K (Consultant certification of Contract Costs and Financial Management System.)
Meetings Related Expenses	☐ Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement. ☐ Detailed receipts	☐ Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement. ☐ Detailed receipts
Other Expenses	☐ Detailed receipts	☐ Detailed receipts
In-Kind/Match	☐ Documentation supporting in-kind or other match. ☐ If staff time is used for match, follow "labor costs" documentation requirements. ☐ If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. In order to be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to based on type of grant funding. ☐ If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)	☐ N/A
Procurement Documentation	☐ Copy of procurement documentation showing compliance with procurement regulations for type of funding passed through.	☐ N/A
Proof of Payment	☐ Copy of cancelled check showing proof of cleared payment	☐ N/A

EXHIBIT J

FORM OF PARTICIPATING AGENCY SUB AGREEMENT

SOFTWARE SERVICES SUB-AGREEMENT

between

GovList, Inc. and Participating Agency

THIS SOFTWARE SERVICES PROCUREMENT AGREEMENT (the "Agreement"), is made and entered into this ____ day of ____, 20__, by and between the *Insert Name of Participating Agency*, a *describe form of entity* (hereinafter "Participating Agency"), and *GovList, Inc., a Delaware Corporation* (the "Contractor").

RECITALS:

A. The Sacramento Area Council of Governments ("SACOG") has entered into a Standard Agreement with Contractor, dated *November, 2018* (the "SACOG Agreement") to provide various forms of Software as a Service to certain participating SACOG member agencies and other eligible entities; and

B. The Participating Agency desires to purchase Software as a Service from Contractor pursuant to the terms and conditions set forth below.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. The provisions of the SACOG Agreement are incorporated into this Agreement as though set forth in full herein. Except as otherwise expressly set forth herein, the terms and conditions of the SACOG Agreement are made applicable to Contractor's provision of services to the Participating Agency.

2. Contractor may perform any of the Eligible Services set forth in Exhibit A of the SACOG Agreement. *The actual services to be provided by Contractor to the Participating Agency are set forth in the scope of work attached hereto as Exhibit A-1.*

3. The Participating Agency shall pay Contractor in arrears for Software as a Service delivered in accordance with the rate schedule set forth in Exhibit B of the SACOG Agreement, attached hereto. Payments shall be made pursuant to the payment provisions set forth in the SACOG Agreement.

5. Insurance Requirements.

(a) Contractor shall obtain and maintain the insurance required under Section 15 of the SACOG Agreement and shall cause the Participating Agency to be named as an additional insured thereunder.

(b) *In addition to the requirements in Section 15 of the SACOG Agreement, or in place of those requirements, the Contractor shall provide the following insurance coverages: [If the Participating Agency has different insurance requirements, they should be inserted here]..*

6. *[If applicable, insert any other special terms and conditions not inconsistent with the SACOG Agreement].*

7. Project Manager:

The Participating Agency's project manager for this Agreement is _____, unless Participating Agency otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Participating Agency Project Manager at the following address:

*Project Manager, Title
Participating Agency
Address
Address*

Contractor's project manager for this Agreement is Thao Hill. No substitution of Contractor's project manager is permitted without the prior written agreement of Participating Agency, which agreement shall not be unreasonably withheld. Communication to Contractor required by this Agreement shall be mailed by first-class mail to:

Thao Hill, VP of Sales
GovList, Inc.
814 Mission Street, 6th Floor
San Francisco, CA 94103
Email: thao@govlist.us

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

PARTICIPATING AGENCY:

(Insert Name, Title)

GOVLIST, INC.:

LIAM DORPALEN-BARRY
Chief Executive Officer

EXHIBIT “K”



EXAMPLE

Kick Off Meeting Agenda
Participating Agency
Date

1. Introduction to your Govlist Implementation Team
2. Review of Your Govlist Solution
 - a. Solicitation Builder, Sourcing Portal, Evaluations Manager
3. Information Needed from SACOG
 - a. Templates -
 - b. Historical RFPs –
 - c. Exhibits –
 - d. Suggested Content for different types
 - e. Procurement Rules
4. Implementation Team Staff (will review the organization of templates before go live)
 - a. Procurement
 - b. Legal
 - c. Primary Customers/Project Managers
 - d. Finance
 - e. List of Internal Customers (PMs): IT etc
 - f. Website Admin Contact (for sourcing portal setup)
5. Overview of Govlist Support (How to communicate with the Govlist Team inside the application)
6. Rollout Strategy – i.e. Department by Department, agency wide, etc.
7. Review of Important Dates (RFP Writing)
 - a. Customer Sends Templates and Instructions
 - b. Govlist Implementation Round 1
 - c. Round 1 Feedback
 - d. Implementation Round 2
 - e. Training Date(s)
 - f. Test Run Date
 - g. Go Live Date
 - h. Project Sign off (first solicitation finalized)
8. Review of Important Dates (Sourcing Portal Integration)
 - a. Design how archived solicitations will look on the website versus link to Govlist



- b. Phasing out of old system on website
- 9. Review of Important Dates (Evaluations Manager)
 - a. Confirming default scoring templates



PLEASE FILL OUT INFORMATION FOR THE FOLLOWING
PROJECT CONTACT LIST

Primary Project Contact	NAME	_____
	TITLE	_____
	EMAIL	_____
	PHONE	_____
Procurement Team User 1	NAME	_____
	TITLE	_____
	EMAIL	_____
	PHONE	_____
Procurement Team User 2	NAME	_____
	TITLE	_____
	EMAIL	_____
	PHONE	_____
Legal Contact	NAME	_____
	TITLE	_____
	EMAIL	_____
	PHONE	_____
IT/Webmaster Support	NAME	_____
	TITLE	_____
	EMAIL	_____
	PHONE	_____



*Project Manager 1

NAME _____

TITLE _____

EMAIL _____

PHONE _____

*Project Manager 2

NAME _____

TITLE _____

EMAIL _____

PHONE _____

*These are project managers you'll want to involve in the training and initial system validation. They will be your champions to the other departments when they start to use Govlist to write scopes, etc.

Please list your next 5-6 Solicitation Projects that you would use Govlist to complete, and the modules you intend on using.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.