

## **ADDENDUM # 1**

**(Posted: January 29, 2016)**

### **ETHERNET WIRING**

## **RFP # 2016-103**

**The following changes have been made to RFP# 2016-103:**

- Site Plans have been attached for all applicable locations
- Proposal deadline changed to Friday, February 26, 2016



Sacramento  
Employment and  
Training  
Agency

**Sacramento Employment Training Agency**

**925 Del Paso Boulevard, Suite100**

**Sacramento, CA 95815**

**[www.seta.net](http://www.seta.net)**

# **Request for Proposals**

## **ETHERNET WIRING**

**E-RATE YEAR 19 (2016-2017)**

**RFP # 2016-103**

**ADDEDUM #1**

**Request for Proposals Release Date: January 8, 2016**

**Offeror's Conference: January 27, 2016 (3:00 p.m.)**

**Deadline for Submittal of Proposals: February 26, 2016 (4:00 p.m.)**

**Contact:**

**Mr. Edward Proctor**

**Department Chief, Information Technologies**

**916) 263-4020 or [Edward.Proctor@seta.net](mailto:Edward.Proctor@seta.net)**

## **SECTION I**

### **INTRODUCTION**

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

SETA is created under authority of Government Code Section 6500 et. seq. by the City and County of Sacramento to provide human services to the residents of the area. SETA is governed by a five member board comprised of two City Council members, two County Supervisors and a public member appointed by the City of Sacramento and the County of Sacramento.

SETA is an equal opportunity employer and contractor and does not discriminate in contracting on the basis of sex, marital status, age, race, creed, color, disability or physical or mental condition, religion, national origin or ancestry, political affiliation or belief, or heritage.

### **PURPOSE FOR THE SOLICITATION**

With the passage of the Telecommunications Act of 1996, the Federal Communications Commission (FCC) began adding a tax on telecommunication services to provide discounts to schools and library programs via the Schools and Libraries Division (SLD). The program, known as the Schools and Libraries Program of the Universal Service Fund, is commonly referred to as E-Rate. Entities eligible for E-Rate include schools, school districts, libraries, and Head Start programs.

SETA is issuing this Request for Proposals (“RFP”) for the purpose of soliciting proposals from vendors to secure Ethernet Wiring. The non-exclusive Site List, **Plans**, and Descriptions can be found in Appendix A of this RFP.

Additionally, the intent of this document is to provide specifications for the solicited equipment and requirements for the installation. A single vendor will be selected for both equipment and installation. Appendix B of this RFP contains the list of solicited parts and equipment, and instructions for installation.

## **I. GENERAL INFORMATION AND INSTRUCTIONS**

### **(1) Inquiries**

All inquiries concerning this RFP shall be answered at the proposer’s conference.

(2) **Right to Terminate RFP**

SETA reserves the right to terminate this Request for Proposal and all documents associated with the Request for Proposal, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. SETA shall not be responsible for any costs to proposer prior to termination.

(3) **Ambiguity - Conflict or Other Errors in RFP**

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

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

SETA may also modify the RFP, prior to the date and time fixed for submission of proposals, by issuance of a revision to all parties who have received the RFP. **It is the responsibility of prospective proposers to check the website for updates and addenda.**

(4) **Qualified Applicant Agencies**

Only proposers holding a valid Service Provider Identification Number (SPIN) are eligible to respond to this RFP. Entities holding "Red-Light Status" with the FCC are not eligible for funding under this RFP and no proposals submitted by such entities will be considered.

(5) **RFP Schedule**

- |                                |   |
|--------------------------------|---|
| ▪ Release of RFP               | Friday, January 8, 2016                           |
| ▪ Proposer's Conference        | Wednesday, January 27, 2016, (3:00 p.m.)          |
| ▪ Publish Q&As                 | Monday, February 1, 2016 (4:00 p.m.)              |
| ▪ <b>Proposals Due at SETA</b> | <b>Friday, February 26, 2016 (4:00 p.m.)</b>      |
| ▪ Publish Proposer Selection   | Before 471 filing date (approximately March 2016) |

(6) **Proposer's Conference**

A proposer's conference will be held:

DATE: Wednesday, January 27, 2016  
TIME: 3:00 p.m. to 4:00 p.m., P.S.T  
PLACE: SETA, 925 Del Paso Blvd., Sacramento, CA 95815



The purpose of the proposer's conference is to provide an opportunity for potential proposers to raise questions pertaining to the development of their proposals. It is not the intent of this conference to offer personalized technical assistance, but rather to provide examples, clarify information or answer questions relevant to this RFP.

**(7) E-Rate**

The contractor selected as a result of this RFP process will be required to participate in the E-Rate program and will be responsible for the following:

- To become familiar with any rules or regulations regarding the E-Rate program;
- Invoicing the SLD for the funded amount. *The funded amount will be the amount shown on SETA's FCC Form 471 Block 5;*
- Submitting to SETA copies of all forms and invoices prior to submission to SLD; and
- Procuring the discounted amount from the SLD. *SETA will not provide the Form 472 (BEAR form reimbursement process).*

In addition, the contractor selected must be aware of the following:

- Services procured through this RFP depend on partial funding from the E-Rate program;
- The contract entered into as a result of this RFP is contingent upon the specific funding of the Funding Request Number (FRN);
- The maximum amount SETA will be liable for is the pre-discount amount minus the funded amount as shown on SETA's FCC Form 471 Block 5; and
- All work is subject to approval of the project or purchase by the FCC under the E-Rate discount program of the Telecommunications Act of 1996.
- SETA reserves the right to cancel or in any manner reduce the scope of this procurement in the event the SLD does not completely fund the request for funding submitted referencing this proposal.

**(8) Proposal Development, Submission Requirements/Deadline, and Information:**

- **Response Format** – All proposers must respond to this RFP using the response format provided in Section II. In responding, no substitutions in format or design will be considered. Each proposal shall conform and be responsive to SETA specifications. Proposer shall furnish complete specifications, provide rates for all services requested, and provide pricing for all equipment and parts solicited under this RFP.

Changes in or additions to the proposal form, alternative proposals, or any modifications of the proposal form, which is not specifically called for in the contract documents, may result in SETA's rejection of the proposal as not being responsive to this RFP. No oral or telephonic (facsimile machine, FAX, inclusive) modifications of any proposal submitted will be considered.

- **Signing Authority** - The proposal must be signed by an appropriate official who is authorized to submit the proposal on behalf of the responding agency. The proposal must also include documentation indicating by what authority, either

through a resolution or other valid instrument, the person(s) is/are authorized to negotiate and contractually bind the responding agency, if selected.

- **Proposal Copies** - Proposer must submit one signed original, two hard copies and one digital copy of the proposal in a sealed envelope. The envelope should be properly identified with the proposal number.
- **Proposal Deadline** - Proposals must be submitted to SETA's main office located at 925 Del Paso Blvd. # 100, Sacramento, CA 95815 by **4:00 p.m., P.S.T on Friday, February 26, 2016**. Telephone, telegraphic, facsimile, emailed, and late proposals will not be accepted or considered. In accordance with the policy of the SETA Governing Board, proposals received after 4:00 p.m., P.S.T, on the noted date will not be considered – **NO EXCEPTIONS**.
- **Typewritten/Written in Ink** - All prices or notations must be typed or written in ink. Proposals written with pencil will not be accepted.
- **Erasures** - The proposal submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction, the surname or surnames of the person, or person signing the proposal.
- **Price List** – Provide a price for each item separately in Exhibit A of this RFP. Prices should be stated based on quantities/units, part numbers, and description of items in Exhibit A.
- **All Costs Included** - All costs must be included in the proposal. The proposer shall deliver, install, and complete an integrated system, which may include use of SETA's own existing equipment referenced herein. The specifications are meant to outline SETA functional requirements and are not meant to be an exhaustive list of services required to accomplish these requirements.
- **Taxes and Insurance** - All insurance that may be required shall be included in all proposal response quotations. SETA is not exempt from California State sales and use taxes. SETA is exempt from paying Federal Excise Taxes. California sales tax shall be included in the proposal response quotations as a separate line item.
- **Examination of Contract and Other Documents** - Proposers shall thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any proposer to receive or examine any contract documents, forms, instruments, addenda or other documents or to visit the site and acquaint himself/herself with conditions there existing shall in no way relieve any proposer from obligations with respect to his proposal or the contract. The submission of a proposal shall be taken as "Prima Facie" evidence of compliance with this section.

**(9) Examination of SETA's Standard Services Contract**

SETA intends to enter into a contractual agreement with the successful proposer substantially in accordance with SETA's standard Services Contract. A copy of the most recent form of this contract is available for review. Proposers responding to this RFP are prohibited from taking exception to any language contained within said document.

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

**(10) Contract Term**

The contract will commence upon SETA's receipt of E-Rate approval and the successful proposer satisfying all of SETA's administrative and insurance requirements. Regardless of start date, the contract shall end on September 30, 2017.

**(11) Contract Extension**

SETA may extend any contract awarded for one (1) additional one (1) year term, through September 30, 2018 contingent upon prior approval by SLD. The fee for the additional term will be subject to renegotiation based upon required performance. Any increase will not exceed 5% or the Consumer Price Index, whichever is smaller. If additional services are required during the initial term or any additional term, a fee will be negotiated consistent with the fee established for the services otherwise provided.

**(12) Contract Modification**

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

- a) Contractor fails to timely meet and/or provide services as set forth in the contract, or
- b) The Federal or State government increases, reduces or withdraws funds allocated to SETA, or
- c) There is a change in Federal or State law or regulations, or the policies and procedures of SETA are amended, revised, or modified, or
- d) SETA's loss of E-Rate approval.

**(13) Subcontracting**

Subcontracting portions of services solicited through this RFP may be permitted. In such instances, proposers must clearly delineate in the proposal any plans to

subcontract, identify with clarity the nature and scope of any planned subcontracting services, and identify and verify the capability of the proposed subcontractor(s). SETA reserves the right to approve the form and content of all subcontracts.

Subcontractors of the successful proposer will be required to comply with SETA's insurance and fingerprinting requirements and provide SETA with all required administrative documents, certifications, and disclosures.

**(14) Contract Funding**

Partial funding will be provided by the U.S. Department of Health and Human Services, Administration for Children and Families, under the Auspices of the Head Start Act and through WIOA, Targeted Assistance, Refugee Social Services, Community Services Block Grant, and CalWORKs.

The majority of the funding will be provided by the Universal Service Administrative Company (USAC), SLD E-Rate Fund. Funds will be administered by the SLD directly to the successful proposer subject to approval of the project or purchase by the FCC under the E-Rate discount program of the Telecommunications Act of 1996.

**(15) Insurance Requirements**

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

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

**(16) Resolution**

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

**(17) Fingerprinting Requirement**

If any portion of the project is to be performed at an operating school, contractor and its subcontractors shall be required to comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with a school's pupils. Contractor and its subcontractors will be required to complete Contractor and Subcontractor Fingerprinting Certifications prior to commencing work on the project.

**(18) Prohibition**

No member of the immediate family of any officer, director, executive or employee of contractor or SETA shall receive favorable treatment or employment with contractor. In addition, neither contractor nor any of contractor's subcontractors shall hire, or cause or allow to be hired, a person into an administrative capacity or staff position funded through the awarding of a contract, if a member of that person's immediate family is employed in an administrative capacity by SETA, contractor, or any employment contractor of contractor. However, where an applicable federal, state or local statute regarding nepotism exists which is more restrictive than this provision, contractor and contractor's subcontractors shall follow the federal, state or local statute in lieu of this provision.

- (a) The term "member of the immediate family" includes: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent, and step-child.
- (b) The term "administrative capacity" refers to positions involving overall administrative responsibility for a program, including members of SETA's Governing Board and any of its affiliated Boards or Councils and members of the governing body or board of directors of funded agency, or where that individual would be the supervisor of an individual paid with funds provided through the awarding of any contract or performing duties under the contract award.
- (c) The term "staff position" refers to all staff positions providing services through the awarding of any contract.

**(19) Limitation**

SETA shall not pay for any costs incurred by any respondents in the preparation of a proposal or related materials in response to this RFP. This RFP does not, in any way, commit SETA to award a contract. SETA reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if it is in the best interest of SETA to do so (i.e., E-Rate approval is not granted).

## II. ADDITIONAL REQUIREMENTS/CONDITIONS:

1. **Pricing/Costs** - Prices to remain firm through SLD approval, execution, and duration of the executed contract. All equipment/services costs must be new and included and identified separately. In the event of a price decrease for service or from the manufacturer, said decrease shall be passed on to SETA and documented with new price sheet sent to SETA's IT Department Chief.
2. **Disclosure of Proposal Content** - All information submitted is to be considered public knowledge and will be subject to The Public Records Act or any other applicable laws.
3. **Proposal Obligation** - The contents of the proposal and any clarification thereto submitted by the successful proposer may at the sole option of SETA, become part of the contractual obligation and be incorporated by reference into the ensuing contract.
4. **Implied Requirements** - Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the proposer, shall be included in the proposal.
5. **Error in Proposal** - Any claim by proposer of error in his/her proposal must be made before proposals are opened, or the claim shall be deemed waived. Any proposer may withdraw his/her proposal at any time between the hour of proposal submittal and the hour of proposal opening.
6. **Withdrawal of Proposal** - Any proposer may withdraw his proposal by written request. All proposals received by SETA shall remain subject to acceptance for a period of ninety (90) calendar days after the date of the proposal opening.
7. **Award of Contract Limitations** - No proposal will be accepted from or contract awarded to any party or firm in arrears to SETA, or who is a defaulter as surety, contractor or otherwise.
8. **Evidence of Responsibility** - Upon the request of SETA Head Start, a proposer whose proposal is under consideration for the award of the Contract shall submit promptly to SETA satisfactory evidence showing the proposer's financial resources, his experience and organization available for the performance of the contract.
9. **Prevailing Law** - In the event of any conflicts or ambiguities between these specifications and state or federal laws, regulations or rules, then the latter shall prevail.
10. **Brands** - When a particular brand or brand and model number are named in connection with any item, it is named as a standard of quality and utility only. A proposer may submit a proposal to furnish an item other than that named, but the item offered by the proposer must state in the proposal the brand with its model number, if any, which he will furnish. SETA shall be the sole judge of whether an offered item is the equal of the named item. If the proposer fails to write in the

brand and model number of the item to be furnished, it is understood the proposer will furnish the item named by SETA as the standard of quality and utility.

11. **Samples** - Where the proposer quotes on a brand named as a standard of the quality and utility desired, a sample of the item will not be required unless specifically requested. If the proposal submitted is on any other brand or make than that so named, a sample thereof must be furnished, if requested, or the bid on the item will not be considered. The sample submitted shall be the exact item the proposer proposes to furnish. Samples of items, when requested, must be furnished free of expense to SETA.
12. **Federal or State Regulations** - The proposer's proposal and any contract entered into are subject to all applicable statutes of the United States or of the State of California and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such contract.
13. **Assignment Prohibited** - No contract awarded under this proposal shall be assigned without the approval of SETA.
14. **Patent Rights, Copyrights, and Trademarks** - The proposer shall save, keep, bear harmless, and fully indemnify SETA and any of its officers or agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyrights, or trademarks of any person in consequence of the use by SETA, or by any of its officers or agents of items to be supplied by the proposer.
15. **Delivery** - All items shall be delivered in quantities specified in the contract F.O.B., at the points within SETA as specified in the contract. Deliveries in advance of the time specified in the contract shall not be accepted unless the proposer has obtained prior approval from SETA. Unless otherwise specified, if an item is not delivered as specified in the contract or if the proposer delivers an item which does not conform to the Specifications, SETA may, at its option, annul and set aside the contract, either in whole or in part, and may enter into a new contract in accordance with law for furnishing such item. Any additional cost or expense incurred by SETA in the making of such contract or any additional cost of supplying an item by reason of the failure of the proposer, as described in this paragraph, shall be paid by the proposer or his surety.
16. **Inspection of Items Furnished** - All items furnished shall be subject to inspection and rejection by SETA for defects or non-compliance with the specifications. The cost of inspection on deliveries or offers for delivery which do not meet specifications may be deducted from the contract price.
17. **Inability to Perform** - In the event that proposer is prevented from making delivery or otherwise performing on time as specified in the contract by fire, flood, earthquake, labor or transportation problems, war, acts of government, or any other similar cause commonly known as an act of God, which is not the fault of the proposer, the proposer shall not be required to deliver or perform, subject to the following requirements:

- a. The proposer shall send written notice to SETA of the proposer's inability to perform in accordance with the contract. The notice shall contain all facts which show the condition which prevents performance. The proposer shall send such notice as soon as possible but in no event later than the fifth (5th) day following the date of issuance of a purchase order by SETA or no later than the date specified in the contract for delivery or other performance, whichever is applicable.
  - b. SETA may cancel the contract or purchase order, entirely or in part.
  - c. The proposer shall not make any delivery or otherwise attempt to perform under the contract except on the basis of issuance by SETA of a new purchase order or other written instruction.
18. **Warranty Product** - Seller warrants that all articles furnished shall be free from all defects of material and workmanship, that all articles shall be fit and sufficient for the purposes intended, and shall save, keep, bear harmless and fully indemnify SETA and any of its officers, employees or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise from Buyers normal use.
19. **Equal Opportunity Employment** - Proposer, in submitting his proposal certifies that he is an Equal Opportunity Employer, and certifies that he is in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
20. **Governing Law and Venue** - In the event of litigation, the proposal documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sacramento County.
21. **Arbitration** - All claims of \$375,000 or less which arise between the proposer and SETA shall be subject to the settlement and arbitration provisions set forth in the Public Contract Code Sections 20104 through 20104.8, which provisions are incorporated hereby by this reference.
22. **SPIN** - Each vendor providing services to SETA as part of the E-Rate program must have a Service Provider Identification Number (SPIN). Vendor is responsible to apply to and receive from the Schools and Libraries Division a valid SPIN. Schools and Libraries Division can be reached online at: <http://www.usac.org/sld>.
23. **Contractor Registration SB854** - All contractors and subcontractors intending to bid or perform work on public works projects will be required to meet minimum qualifications and register (and annually renew) online for the program. The cost to register for the program is \$300 and is nonrefundable. The DIR will post a list of registered contractors and subcontractors on its website. Duty to notify DIR when awarding a contract for a public works project, using the online PWC-100 form. This requirement, found in Labor Code Section 1773.3, now applies to all public works projects. Previously it applied to projects subject either to apprenticeship or DIR compliance monitoring requirements.



### **III. EVALUATION AND SELECTION PROCESS**

#### **PROPOSAL EVALUATION**

Each response will be reviewed prior to the selection process for completeness and adherence to format. A response will be considered complete if all requested sections are included in the proper order and properly completed. Vendors may also provide any and all recommendations for consideration such as installation, maintenance, support and design that is relevant to the total solution of SETA Head Start's technology needs.

##### **Evaluation Criteria**

- Vendor cost, including unit prices, labor rates, travel/trip charges, etc.
- Extent of experience with the district
- Client references and/or citations from prior installations where equal services have been provided for projects of similar size and complexities
- Quote preparation, thoroughness, and responsiveness to the RFP requirement

The successful proposer will be chosen based upon best value. SETA reserves the right to reject any or all bids.

**Right of Rejection** – SETA reserves the right to reject any or all proposals, or any or all items of any proposal, or waive any irregularity of any proposal. SETA also retains exclusive discretion to determine:

- Whether a proposal is responsive and conforms to the provisions of the RFP;
- Whether a proposer should be allowed to submit supplemental information;
- Whether a proposer will be interviewed; and
- Whether irregularities or deficiencies in a proposal should be waived.

### **IV. PROTEST PROCEDURES TO RESOLVE PROCUREMENT DISPUTES**

All protests to resolve disputes concerning this RFP shall be written, must specify in detail the grounds for the protest, the facts and evidence in support thereof, and the remedy sought. The written protest must be delivered to SETA's Executive Director no later than five (5) calendar days following the date the funding selection has been published by SETA. In the absence of a timely and properly submitted written protest, no party responding to this RFP shall be eligible for any remedy.

Resolution of the protest shall be made by SETA's Executive Director prior to the final funding determination under this RFP, and such resolution by shall be deemed final.

SETA adheres to the provisions of 54954.2 and 54954.3 of the California Government Code, generally known as the Brown Act. Members of the public may address the SETA Governing Board on any matter under its jurisdiction.

### **V. LITIGATION STATUS**

Proposers are requested to furnish any information on the nature and magnitude of any litigation whereby, during the past three years, a court has ruled against their firm in any

matter relating to services similar in nature to those being solicited by this RFP. In addition, proposers are asked to describe the nature, magnitude and status of any litigation, current or pending, against their firm in any manner related to services that may be similar in nature to those being solicited by this RFP.

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

Ms. Kathy Kossick  
Executive Director  
Sacramento Employment and Training Agency  
925 Del Paso Blvd.  
Sacramento, CA 95815

If preferred to do so, this information on litigation may be included as part of a proposer's formal proposal.

**SACRAMENTO EMPLOYMENT AND TRAINING AGENCY****SITE LIST, PLANS AND DESCRIPTIONS**

<b>SETA Sites</b>		
<b>School Name</b>	<b>Address</b>	<b>City, State Zip</b>
Alder Grove ELC	816 Revere Street	Sacramento, CA 95818
Alder Grove I/T	2640 A/B Muir Way	Sacramento, CA 95815
Auberry Park	8120 Power Inn Road	Sacramento, CA 95828
Bannon Creek	2775 Millcreek Drive	Sacramento, CA 95833
Bright Beginnings	10487 White Rock Road	Rancho Cordova, CA 95670
Crossroad Gardens	7322 Florinwood Drive	Sacramento, CA 95823
Elkhorn	5249 Elkhorn Blvd.	Sacramento, CA 95842
Freedom Park	6015 Watt Avenue, Suite 5	North Highlands, CA 95660
Fruitridge	5746 40th Street	Sacramento, CA 95824
Galt	615 2nd Street	Galt, CA 95632
Grizzly Hollow	805 Elk Hills	Galt, CA 95632
Hillsdale	5665 Hillsdale Blvd., Suite 4	Sacramento, Ca 95842
Hopkins Park	2317 Matson Drive	Sacramento, CA 95822
Illa Collin	3530 41st Avenue	Sacramento, CA 95824
Job Corps	3100 Meadowview Road	Sacramento, CA 95832
Kennedy Estates	6501 Elder Creek Road	Sacramento, CA 95824
Laverne Stewart	5545 Sky Parkway	Sacramento, CA 95823
Mather	10546 Peter A. McCuen Road	Mather, CA 95655
Nedra Court	60 Nedra Court	Sacramento, CA 95822
Norma Johnson	3265 Norwood Ave.	Sacramento, CA 95838
North Ave	1281 North Ave.	Sacramento, CA 95838
Northview	2401 Northview Drive	Sacramento, CA 95833
Parker	4516 Parker Avenue	Sacramento, CA 95820
Phoenix Park	4400 Shining Star Drive	Sacramento, CA 95823
Sharon Neese	925 Del Paso Blvd., Suite 300	Sacramento, CA 95815
Solid Foundation	7501 Franklin Blvd.	Sacramento, CA 95823
Strizek Park	3829 Stephen Drive	North Highlands, CA 95660
Walnut Grove	14273 River Road	Walnut Grove, CA 95690
Vineland	6450 20th Street	Rio Linda, CA 95673
Facilities	241 N. 10th, Suite 1	Sacramento, CA
Kitchen	6045 Watt Ave	North Highlands, CA 95660

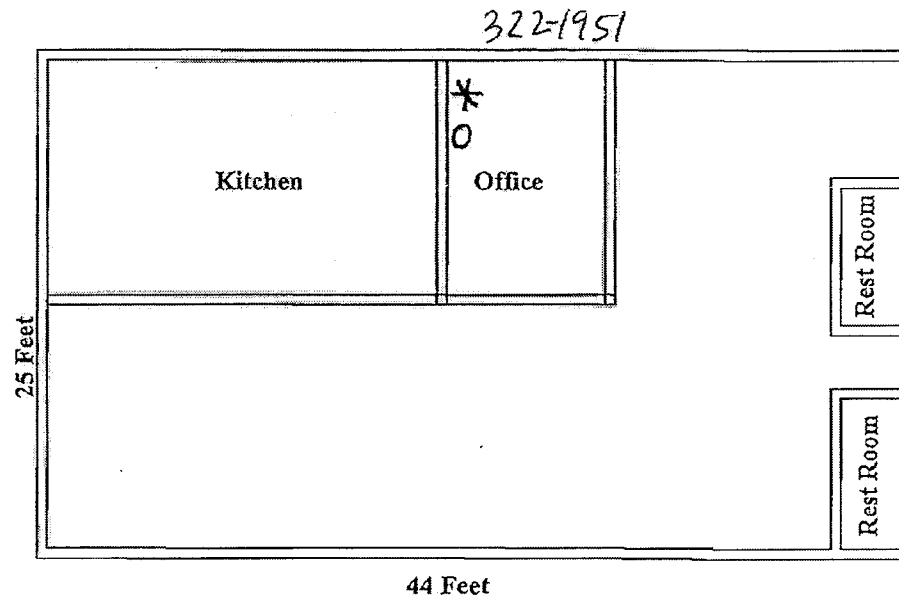
Any other location within the Greater Sacramento area designated by SETA.

<b>SETA SITE DESCRIPTIONS</b>			
<b>Site Name</b>	<b>Wall Ports</b>	<b>WiFi Access Ports</b>	<b>General Building Description</b>
Alder Grove ELC	2	1	Old Brick, Pre 1940
Alder Grove I/T	2	1	Old Brick, Pre 1940
Auberry Park	2	1	Converted Apartment
Bannon Creek	4	2	Temporary School Building / Portable

Bright Beginnings	4	2	Temporary School Building / Portable
Crossroad Gardens	5	2	In Apartment Complex
Elkhorn	7	2	Converted Office Building
Freedom Park	6	2	Converted Mall area/offices
Fruitridge	4	2	Community Center, Post 1970
Galt	6	2	Stucco, Post 1950
Grizzly Hollow	2	1	Community Center, Post 1980
Hillsdale	6	2	Commercial Strip Mall/Office Building
Hopkins Park	4	2	Temporary School Building / Portable
Illa Collin	2	1	In Apartment Complex
Job Corps	3	2	Small business/office building
Kennedy Estates	2	1	In Apartment Complex
LaVerne Stewart	2	1	In Apartment Complex
Mather	6	2	Standalone Building
Nedra Court	3	2	In Converted Quad-plex, 2 story
Marina Vista	2	1	
Norma Johnson	4	2	In Apartment Complex
North Ave	6	3	Temporary School Building / Portable
Northview	6	3	Standalone structure, Post 1970
Parker	0	1	New Construction 2015
Phoenix Park	4	2	Community Center, Post 1980
Sharon Neese	4	2	Office space in converted warehouse
Solid Foundation	4	2	Temporary School Building / Portable
Strizek Park	2	1	Park and Rec center, standalone building
Vineland	2	1	Rooms inside Vineland Elementary School
Walnut Grove	1	1	Old Brick, built in 1926
Facilities	0	2	Warehouse building
Kitchen	1	1	Converted fast food restaurant

# Alder Grove ELC

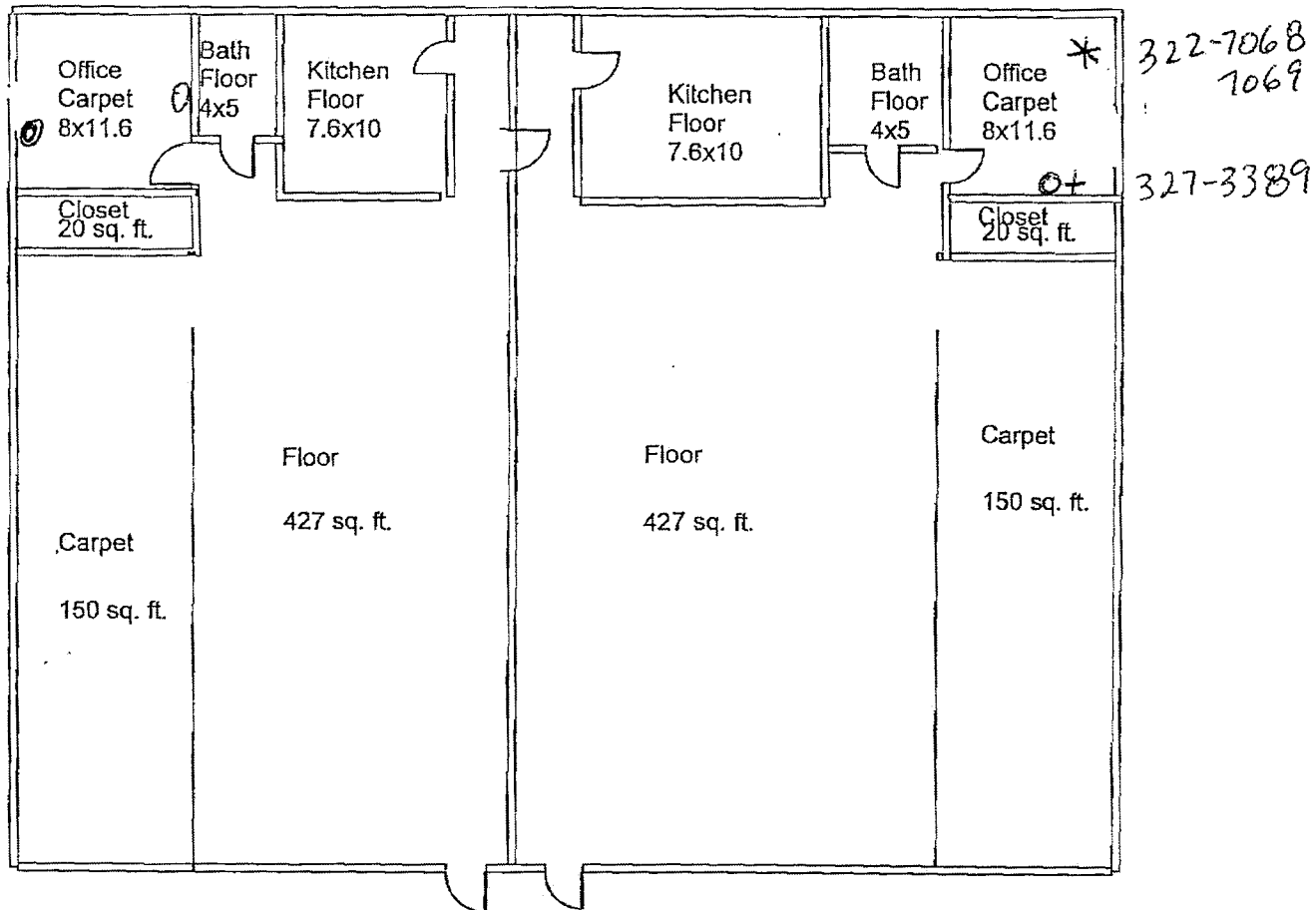
- / # Handset
- / \* Computer
- O Phone Jack
- = Exit
- + Fax



**Flooring: 125~ sq. ft.**

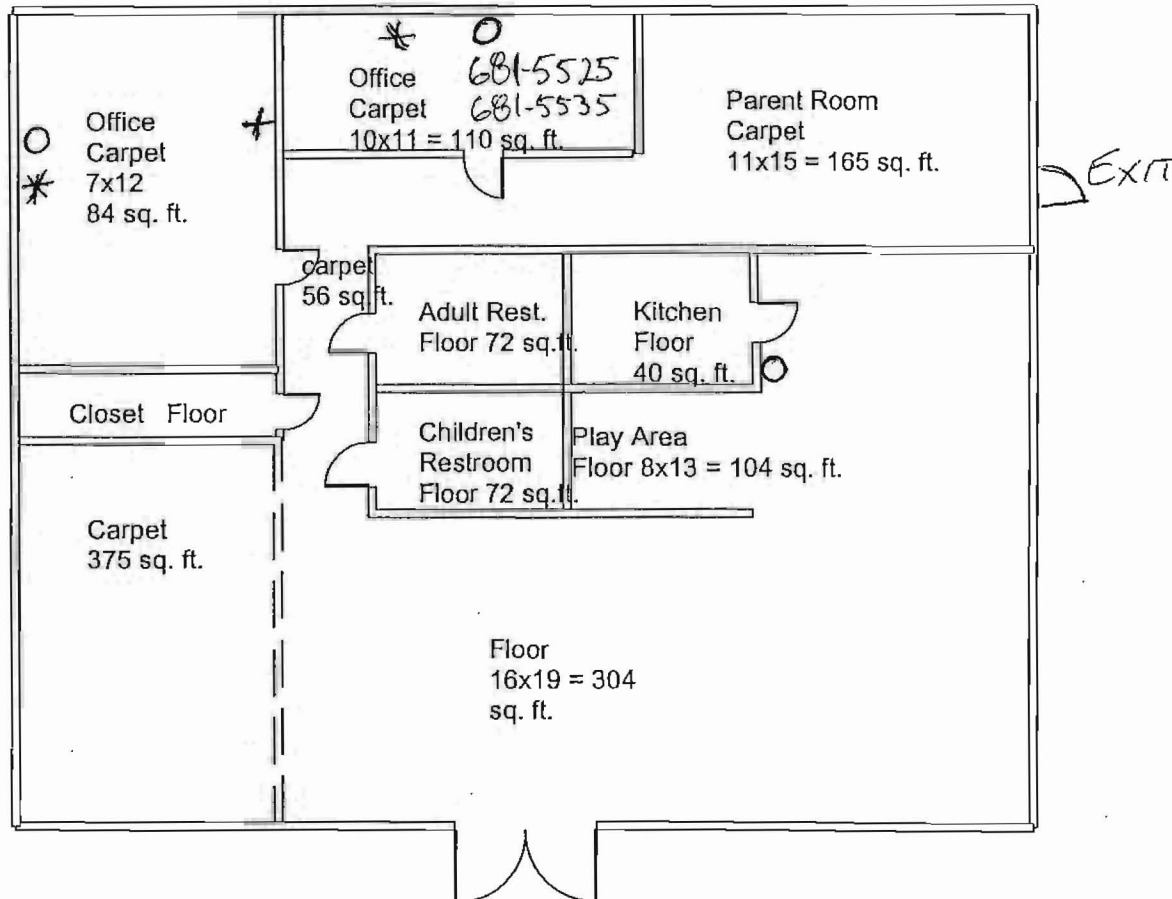
# Alder Grove IT Center

- 2 # Handset  
 1 \* Computer  
 O Phone Jack  
 = Exit  
 + Fax



Floor 1,086 sq. ft. Carpet 486 sq. ft.

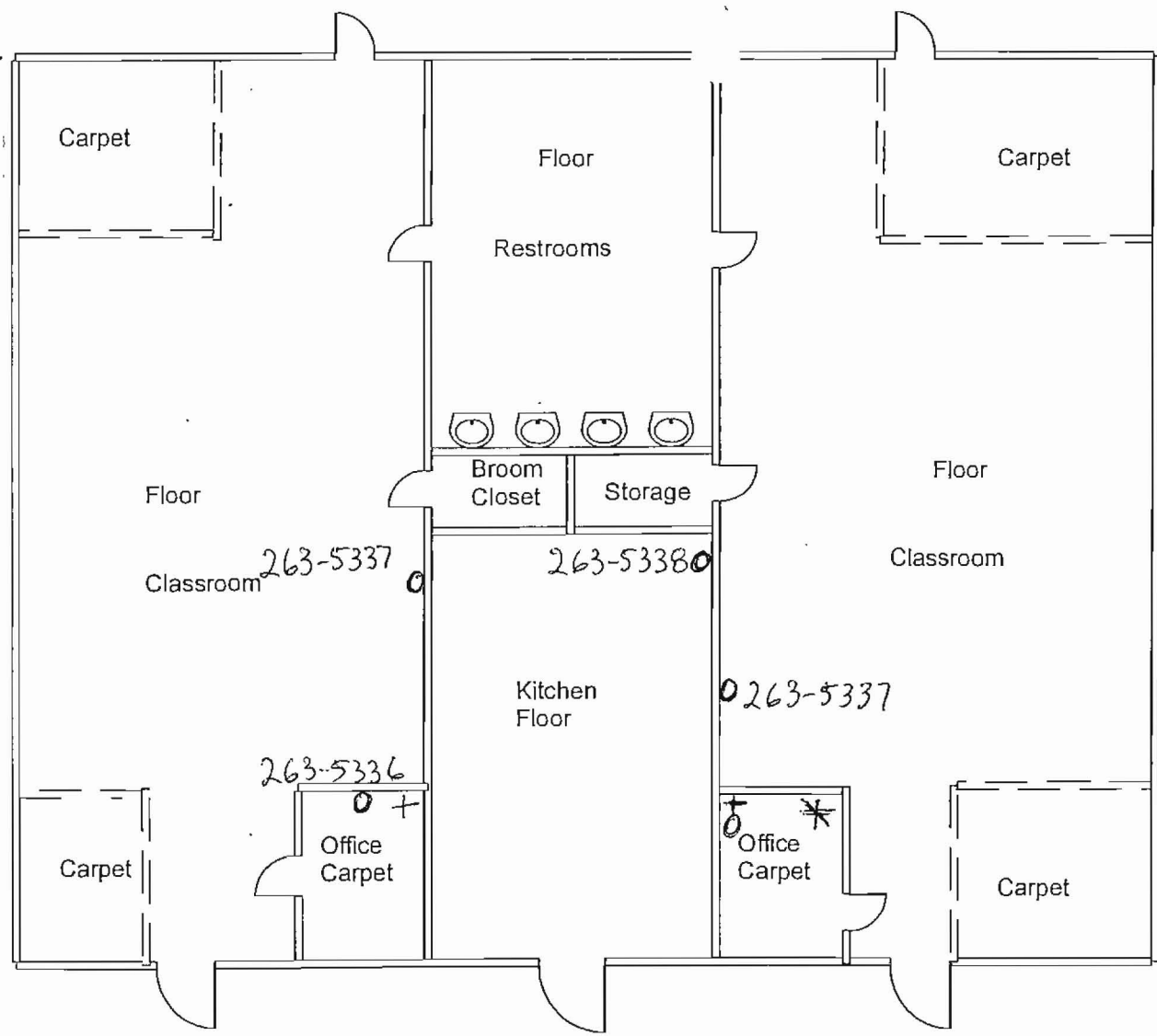
- # Handset 5
- \* Computer 2
- O Phone Jack 3
- = Exit
- + Fax



**AUBERRY PARK HEAD START**  
**8120 Power Inn Rd.**  
**Sacramento, CA**

**Carpet 842 sq. ft. Floor 592 sq. ft.**

- # Handset
- \* Computer
- Phone Jack
- = Exit
- + Fax

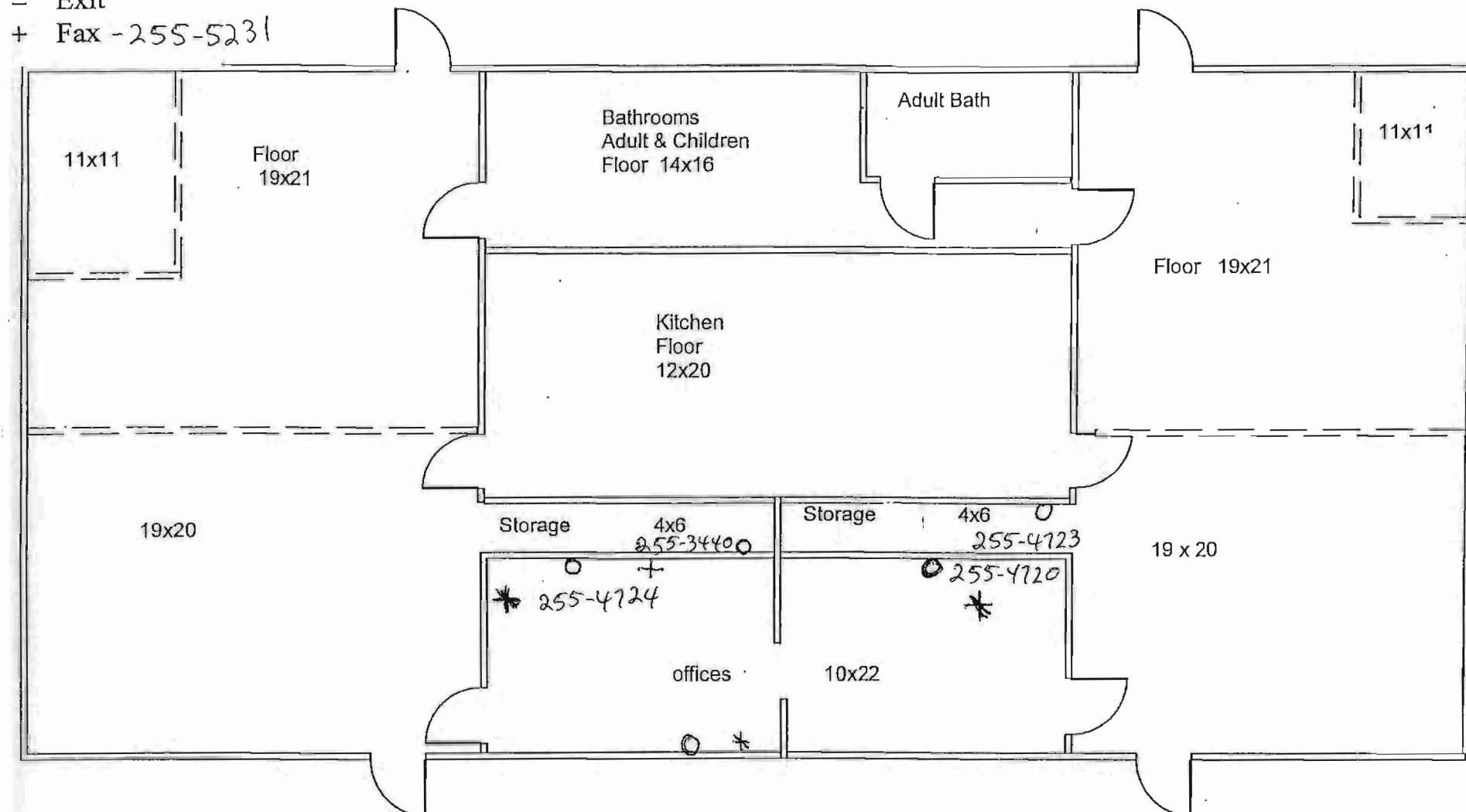


**BANNON CREEK HEAD START**  
**2775 Millcreek Drive**  
**Sacramento, CA**

**Carpet 276 sq. ft.      Flooring 1916 sq. ft.**



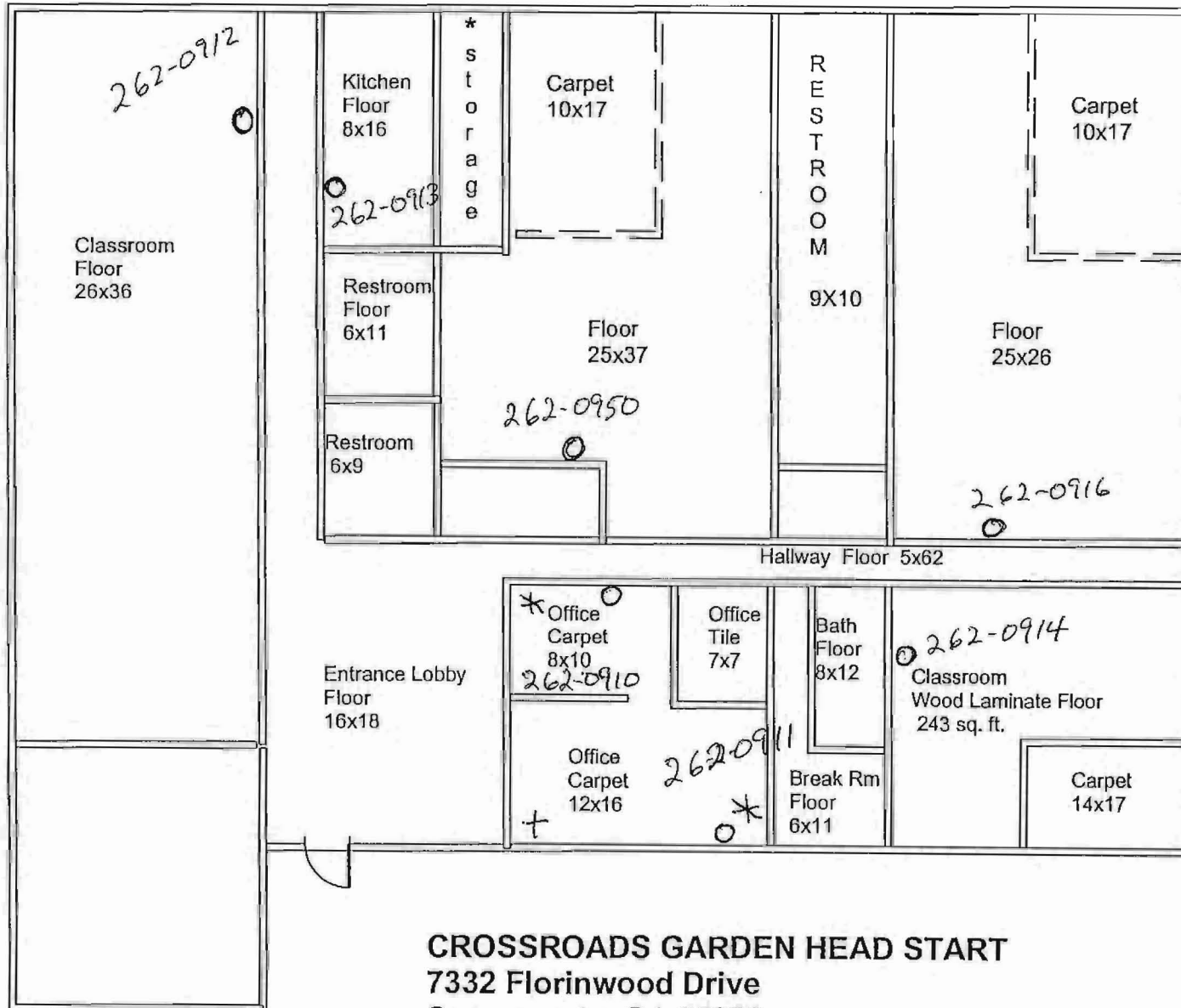
# Handset  
 \* Computer  
 O Phone Jack  
 = Exit  
 + Fax - 255-5231



**BRIGHT BEGINNINGS HEAD START**  
 10487 White Rock Road  
 Rancho Cordova CA

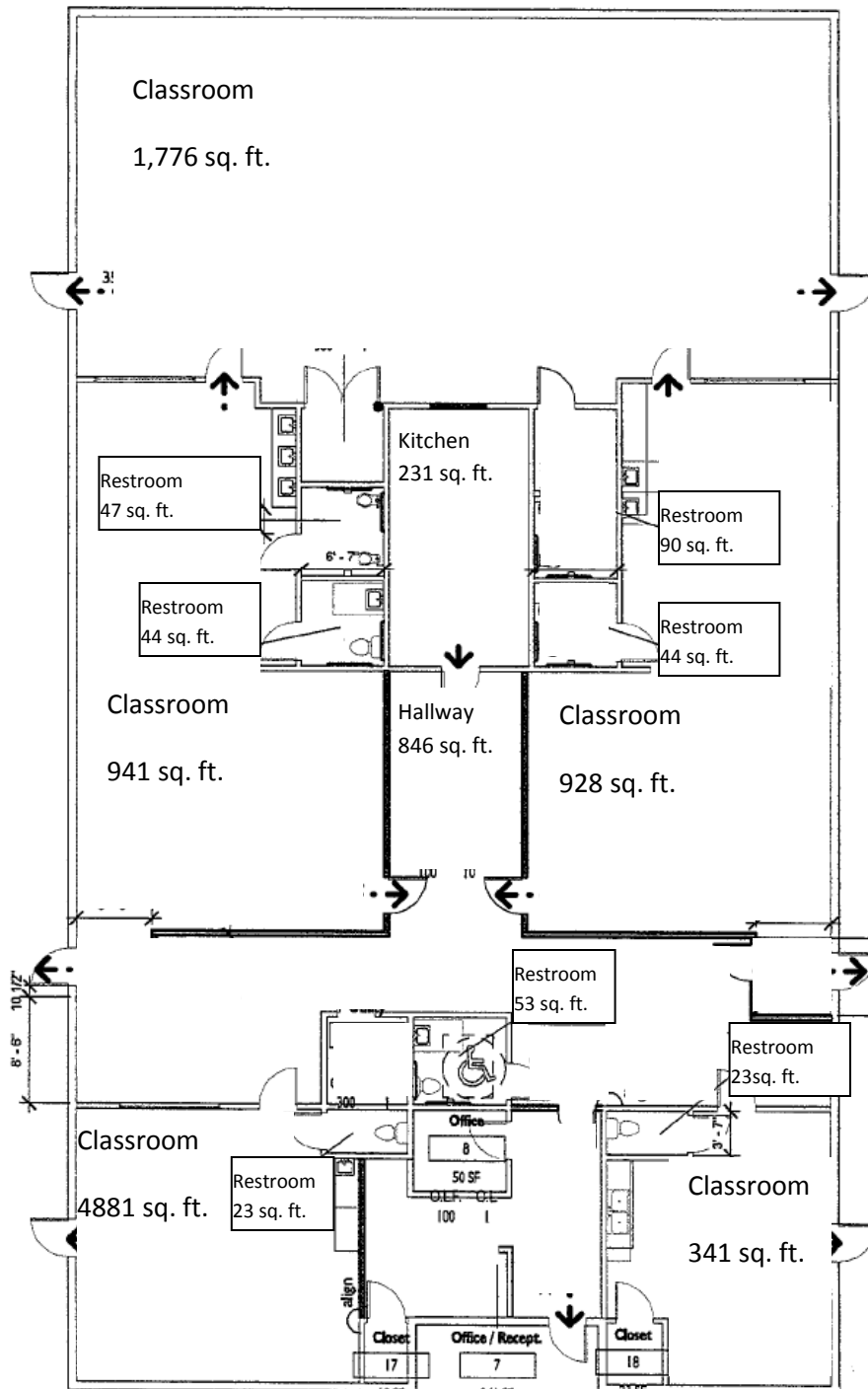
Floor 2292sq. ft.

- 1 # Handset  
 2 \* Computer  
 7 O Phone Jack  
 = Exit  
 + Fax



**CROSSROADS GARDEN HEAD START**  
 7332 Florinwood Drive  
 Sacramento, CA 95823

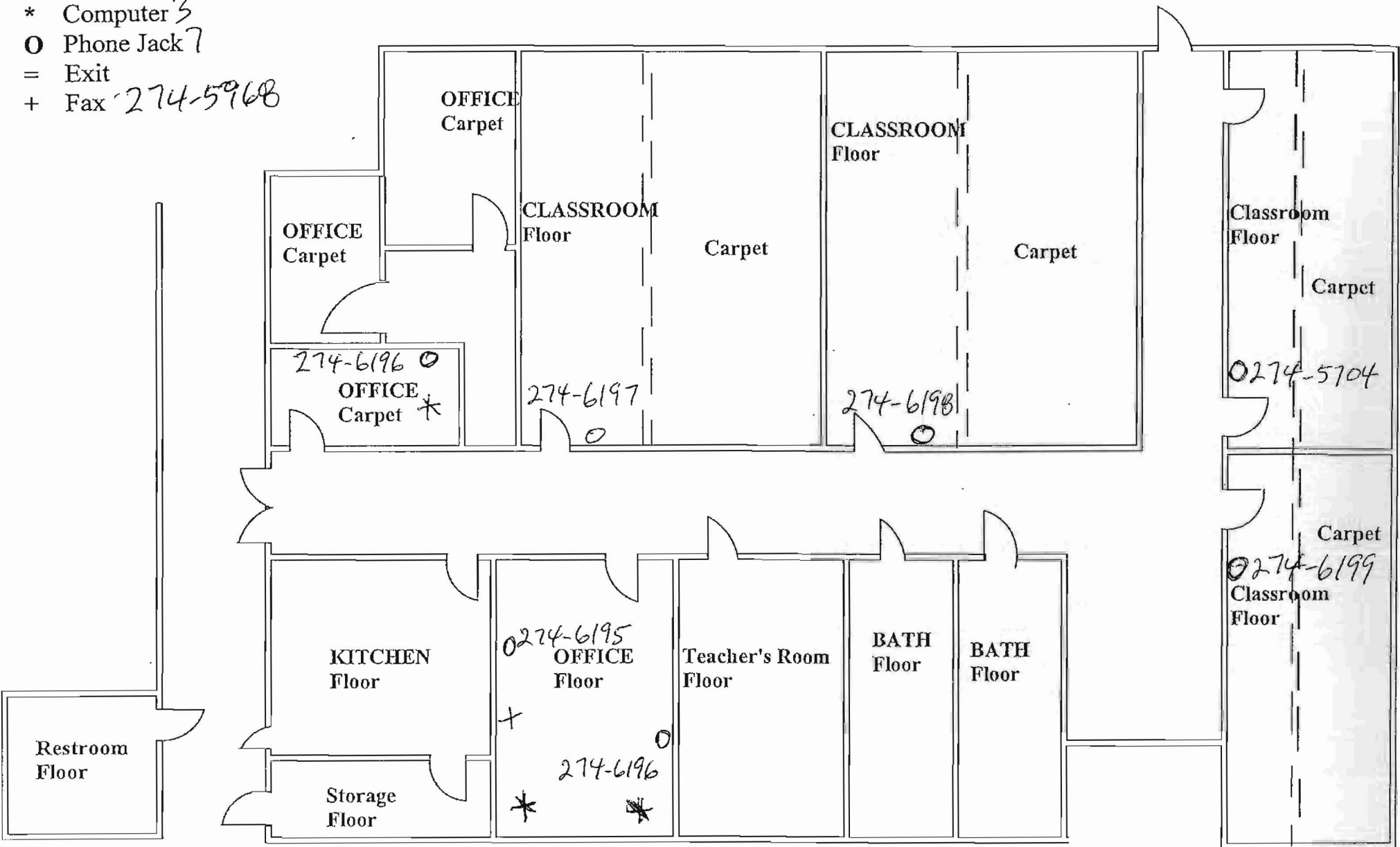
Floor 3,760 sq. ft. Carpet 961 sq. ft.



Elkhorn Early Learning Center  
 5249 Elkhorn Boulevard  
 Sacramento, CA 95842

Total: 5,540

- \* Computer 3
- O Phone Jack 7
- = Exit
- + Fax 274-



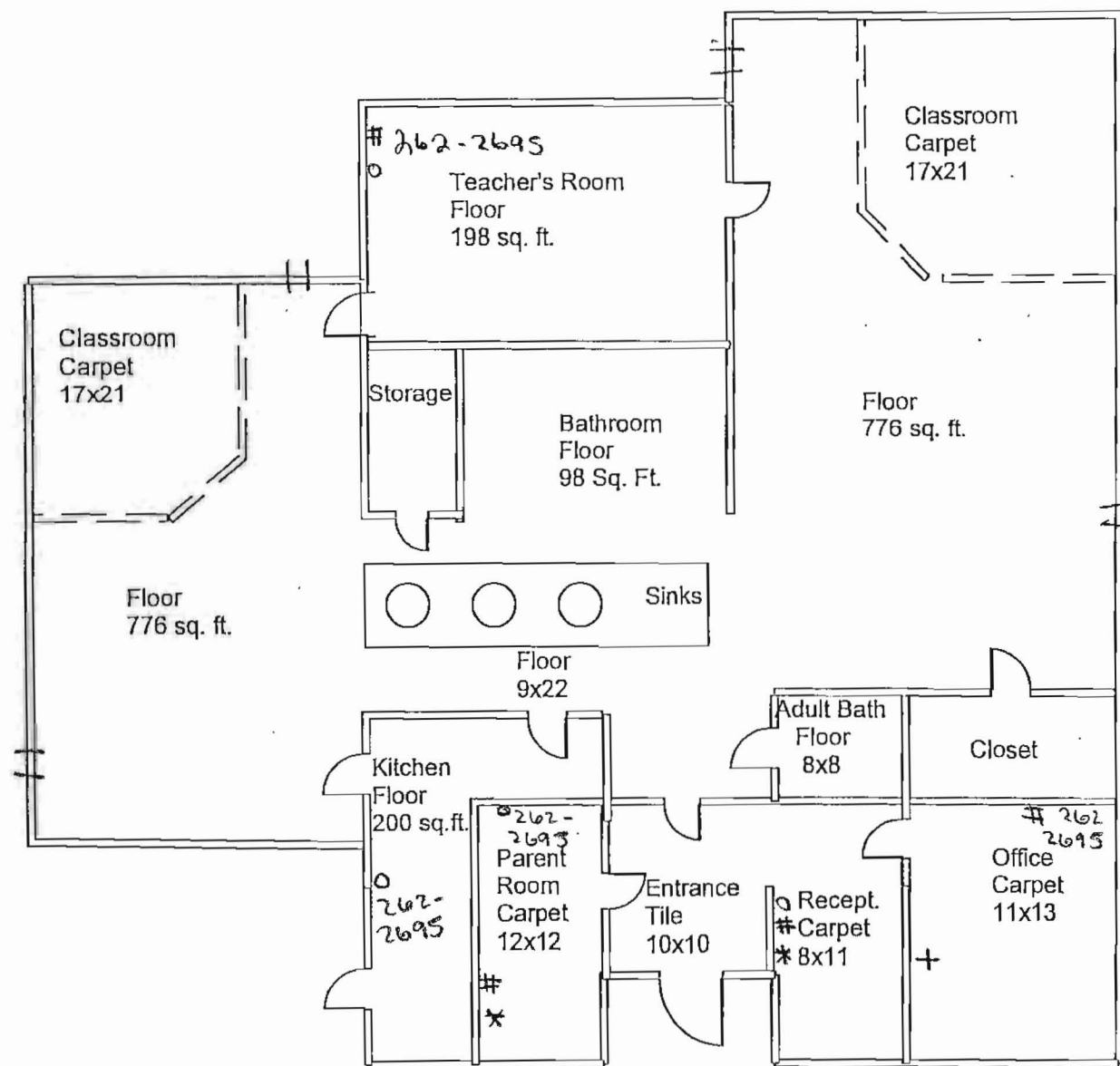
## FREEDOM PARK HEAD START

**6015 Watt Ave., Ste. 5**

## North Highlands, CA

**Floor: 4,936 sq. ft. Carpet: 1,248 sq. ft.**

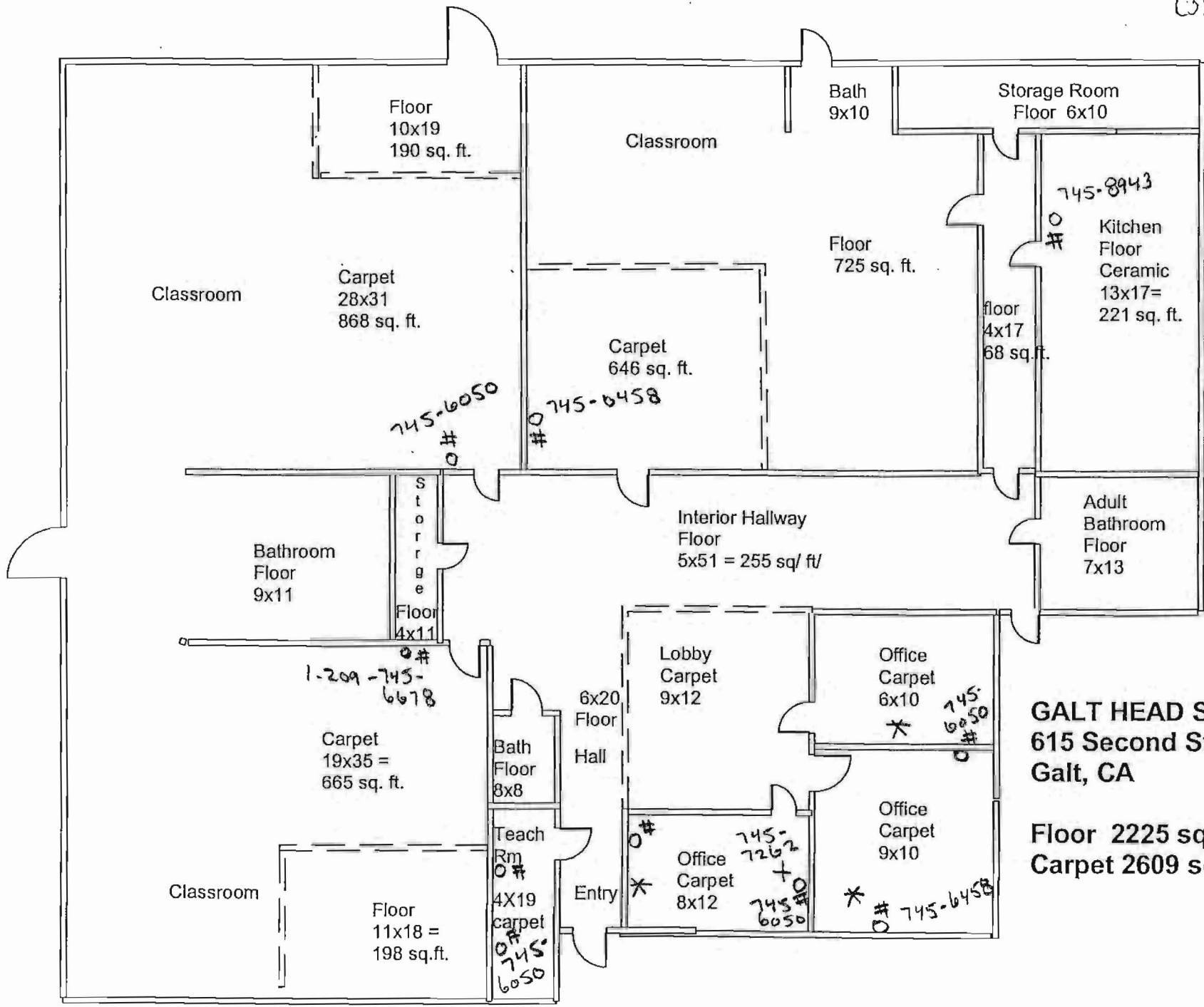
- # Handset
- \* Computer
- O Phone Jack
- = Exit
- + Fax



**FRUITRIDGE HEAD START**  
**5746 40th Street**  
**Sacramento, CA 95824**

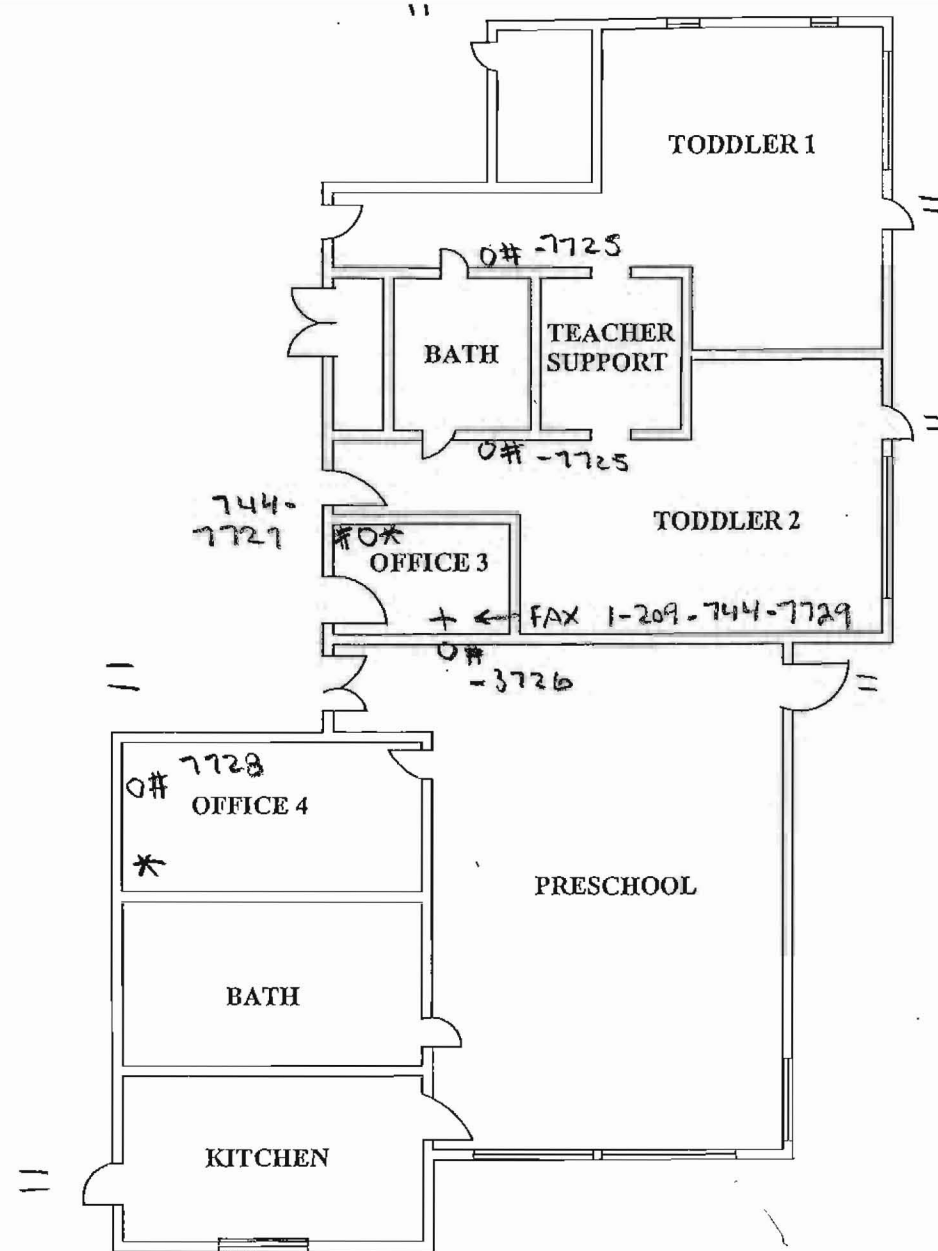
**Floor 2248 sq. ft.**  
**Carpet 1100 sq. ft.**

- # Handset
- \* Computer
- O Phone Jack
- = Exit
- + Fax



**GALT HEAD START**  
**615 Second Street**  
**Galt, CA**

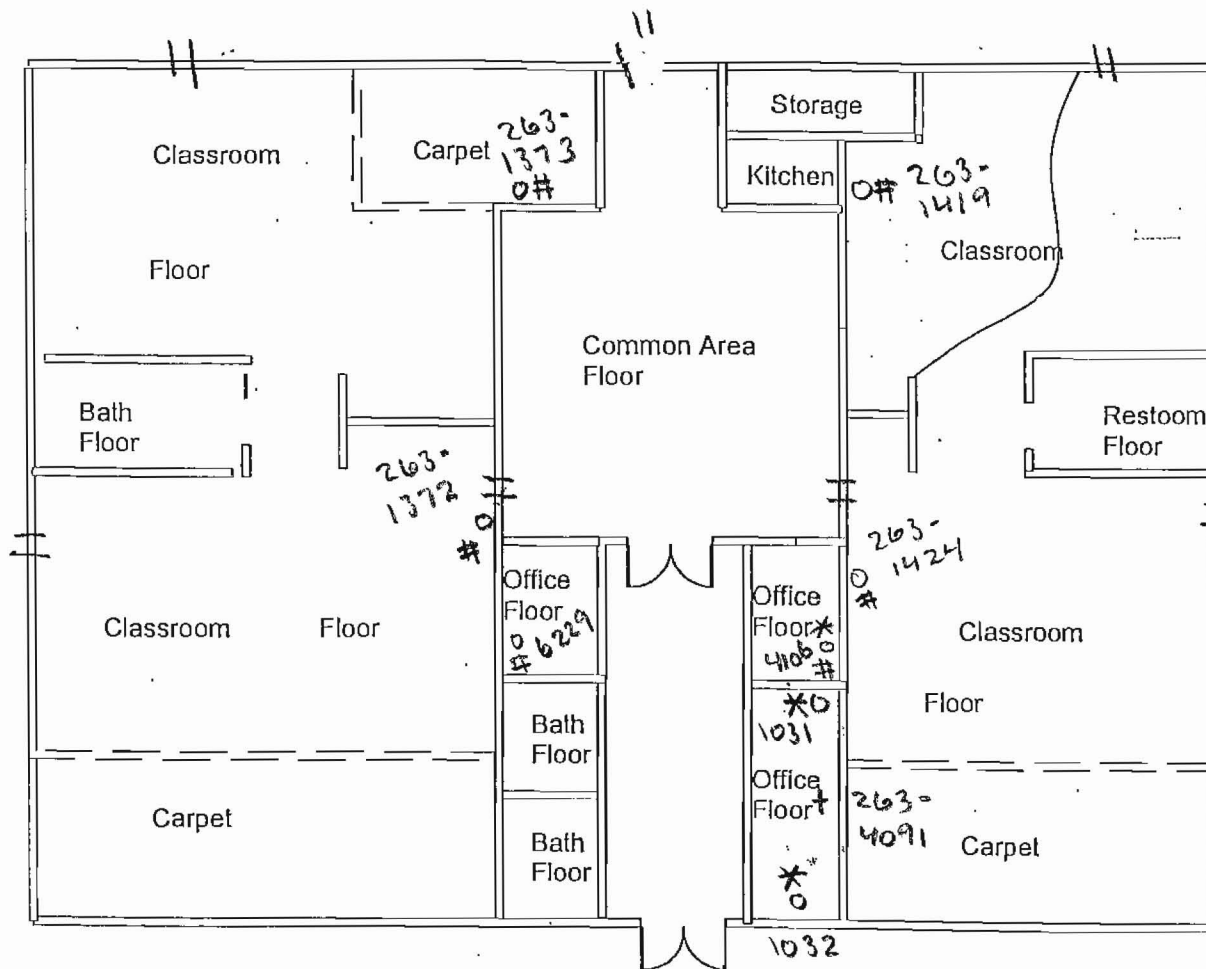
**Floor 2225 sq. ft.**  
**Carpet 2609 sq. ft.**



- (1) # Handset  
 (2) \* Computer  
 O Phone Jack  
 = Exit  
 + Fax

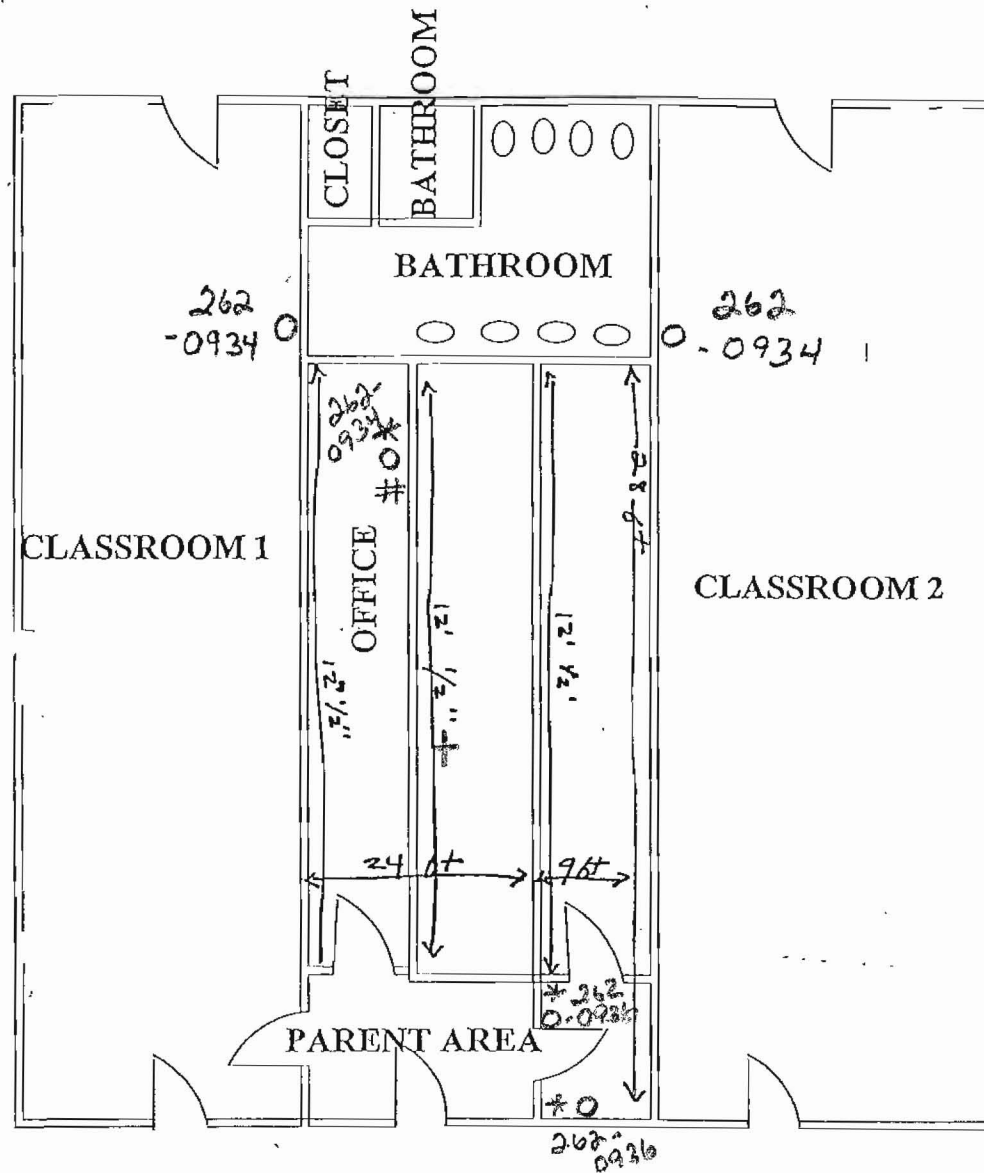
**GRIZZLY HOLLOW HEAD START  
 BEAVER PARK WAY  
 GALT, CA 95632**

- (0) # Handset  
 (3) \* Computer  
 O Phone Jack  
 = Exit  
 + Fax



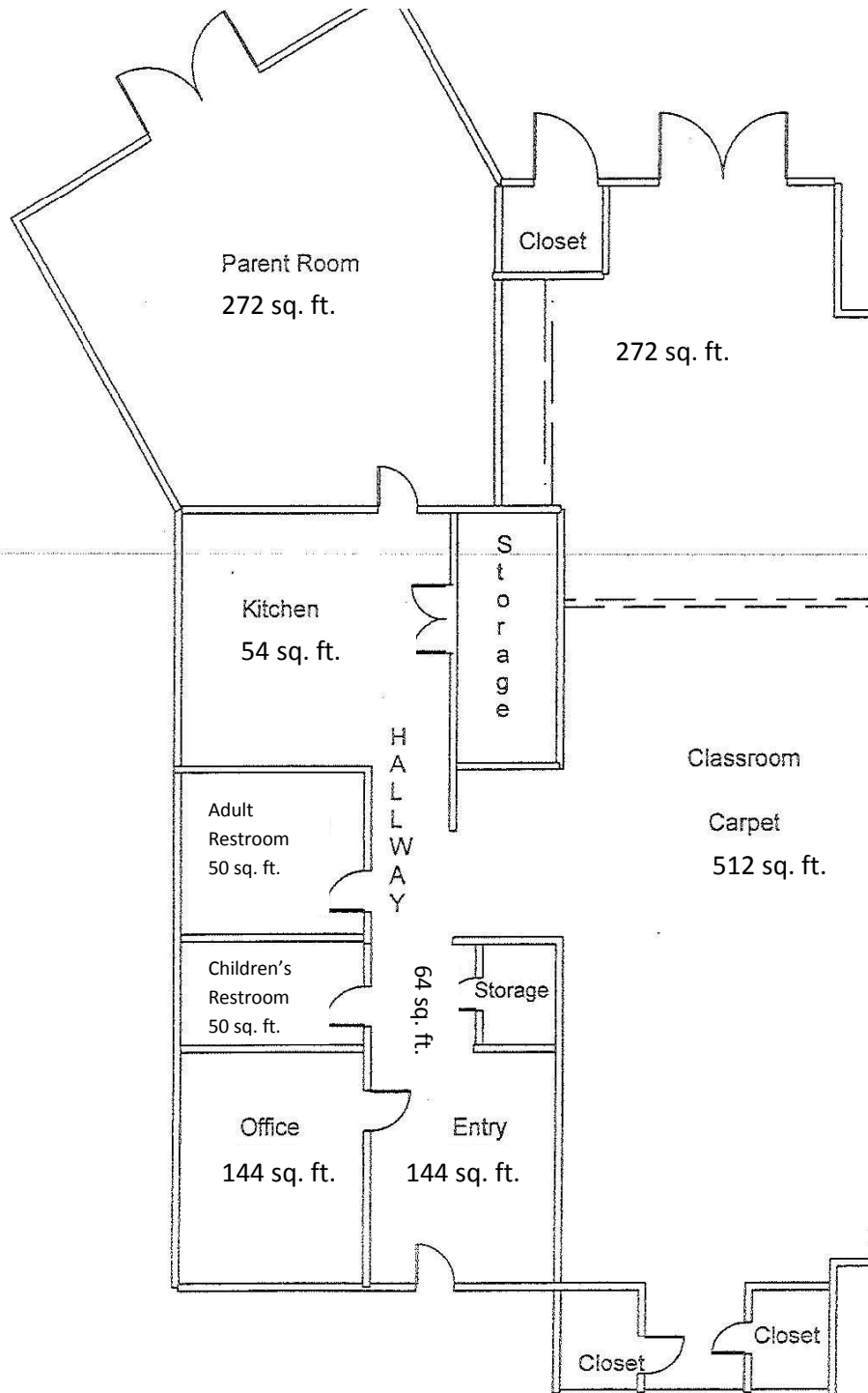
HILLSDALE HEAD START  
 5665 Hillside Ave.  
 Sacramento, CA





# 5 Handset  
 \* 3 Computer  
 O 5 Phone Jack  
 = Exit  
 + 1 Fax 262  
 - 0889

**HOPKINS PARK HEAD START**  
**2317 MATSON DRIVE**  
**SACRAMENTO, CA 95822**

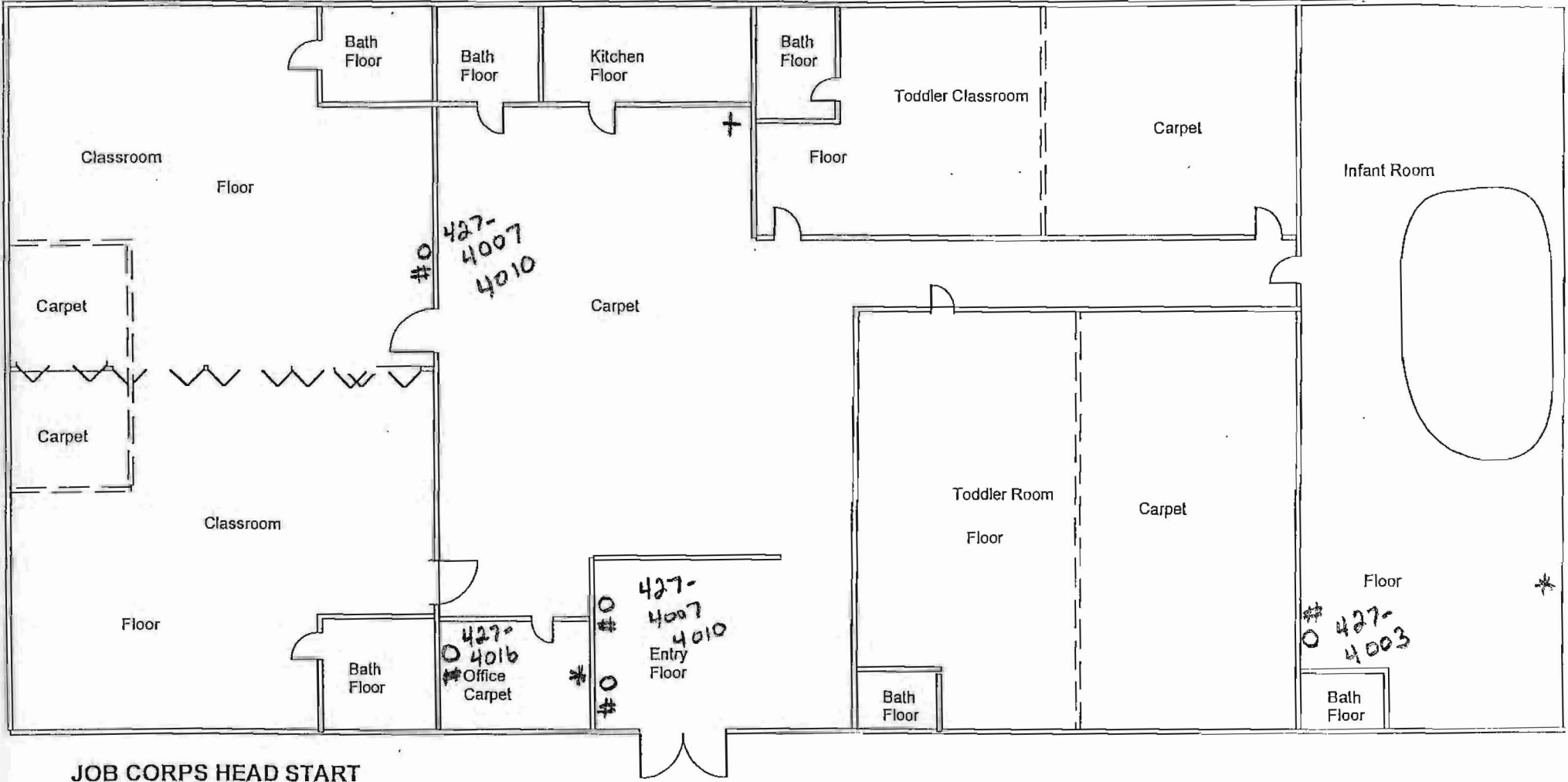


**ILLA COLLIN HEAD START**  
3530 41<sup>st</sup> Street  
Sacramento, CA 95824

Floor: 1,000 sq. ft. Carpet: 512 sq. ft.

# 3 Handset  
 \* 2 Computer  
 O 5 Phone Jack  
 = Exit  
 + 1 Fax

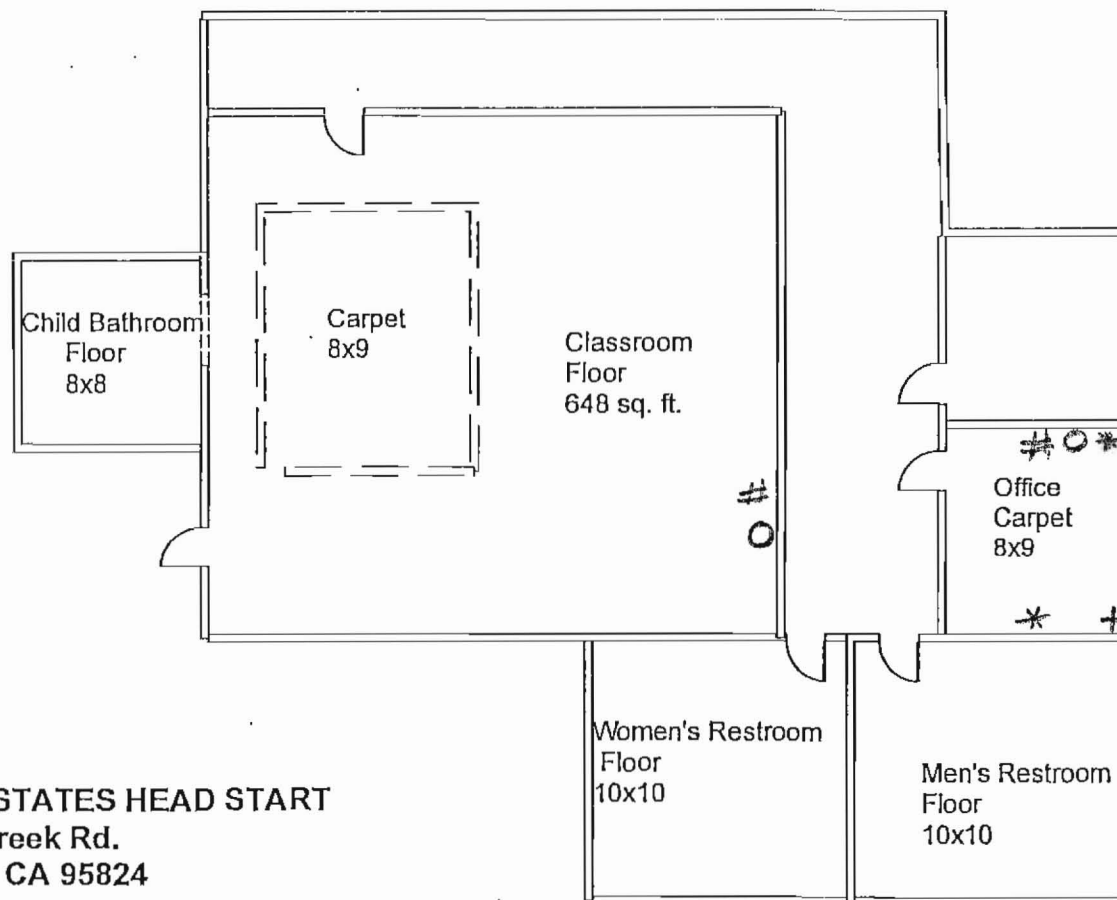
394-  
 4103



**JOB CORPS HEAD START**  
 3100 Meadowview Rd.  
 Sacramento, CA

Floor 1,371 sq. ft. Carpet 1,300 sq. ft.

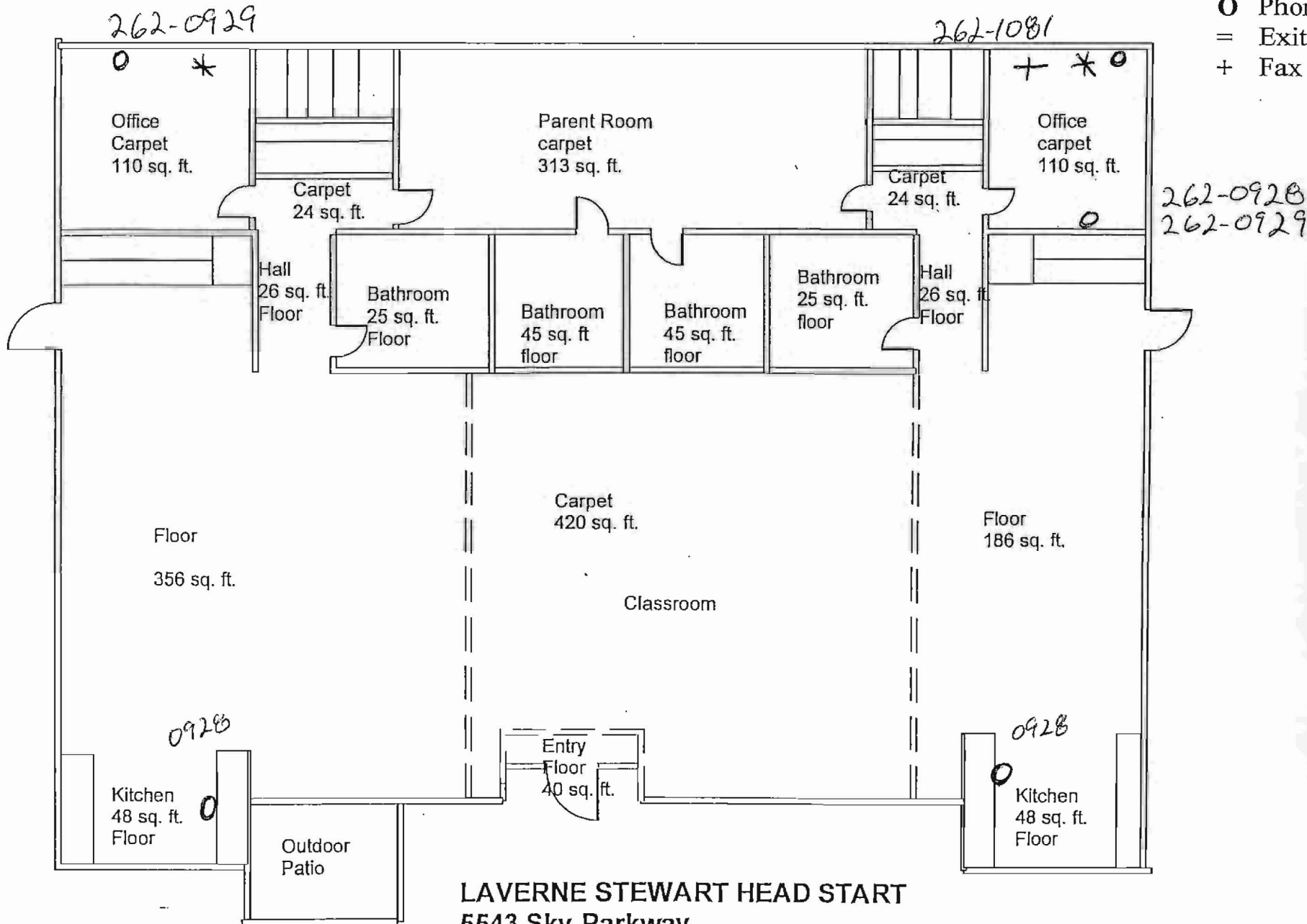
#2 Handset  
 \* 1 Computer  
 O 2 Phone Jack  
 = Exit  
 + / Fax 227-  
 2791



KENNEDY ESTATES HEAD START  
 6301 Elder Creek Rd.  
 Sacramento, CA 95824

Floor 912 sq. ft. Carpet 144sq. ft.

- 7 # Manual  
 3 \* Computer  
 O Phone Jack  
 = Exit  
 + Fax



**LAVERNE STEWART HEAD START**  
**5543 Sky Parkway**  
**Sacramento, CA 95823**

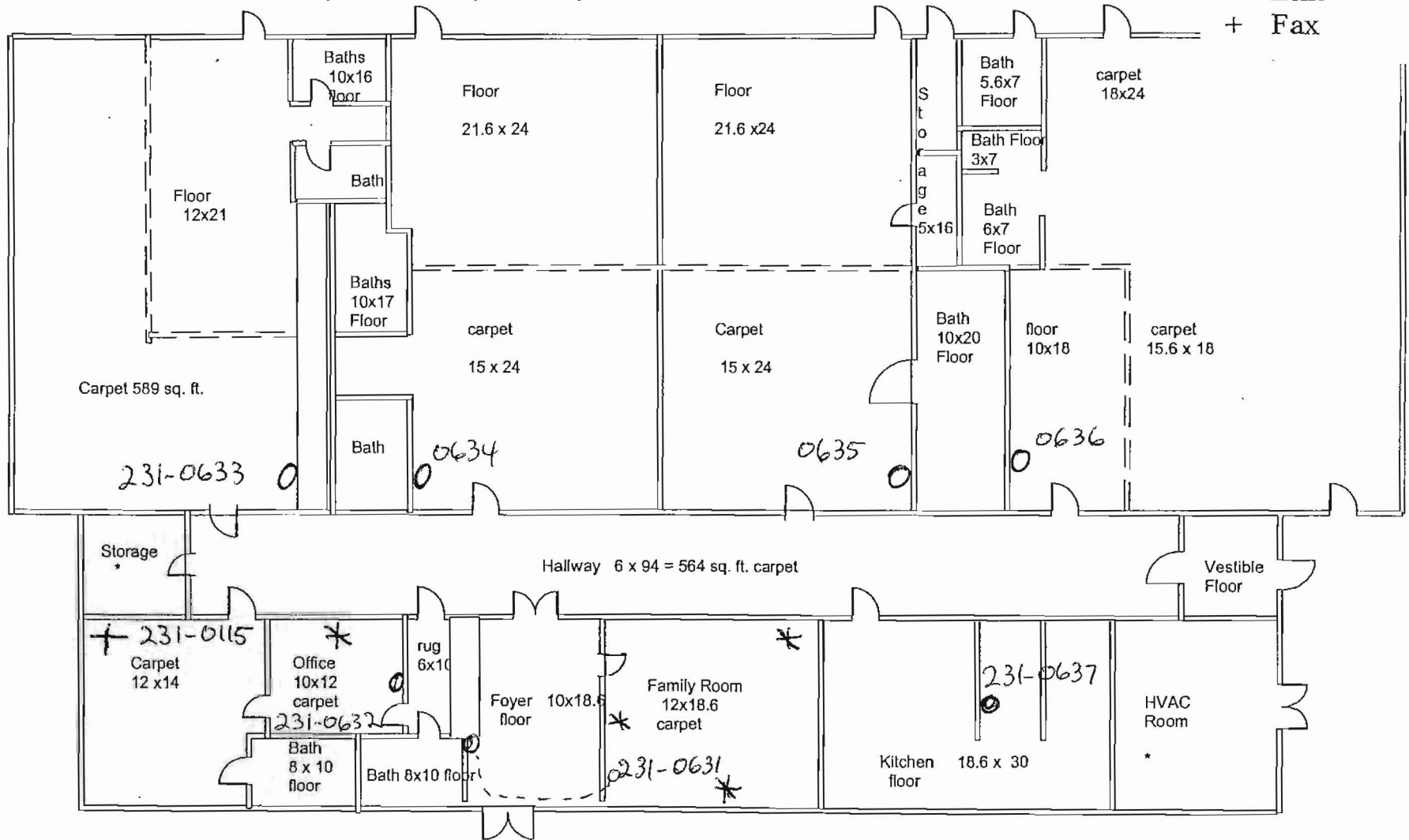
**Floor 870 sq. ft. Carpet 1001 sq. ft.**

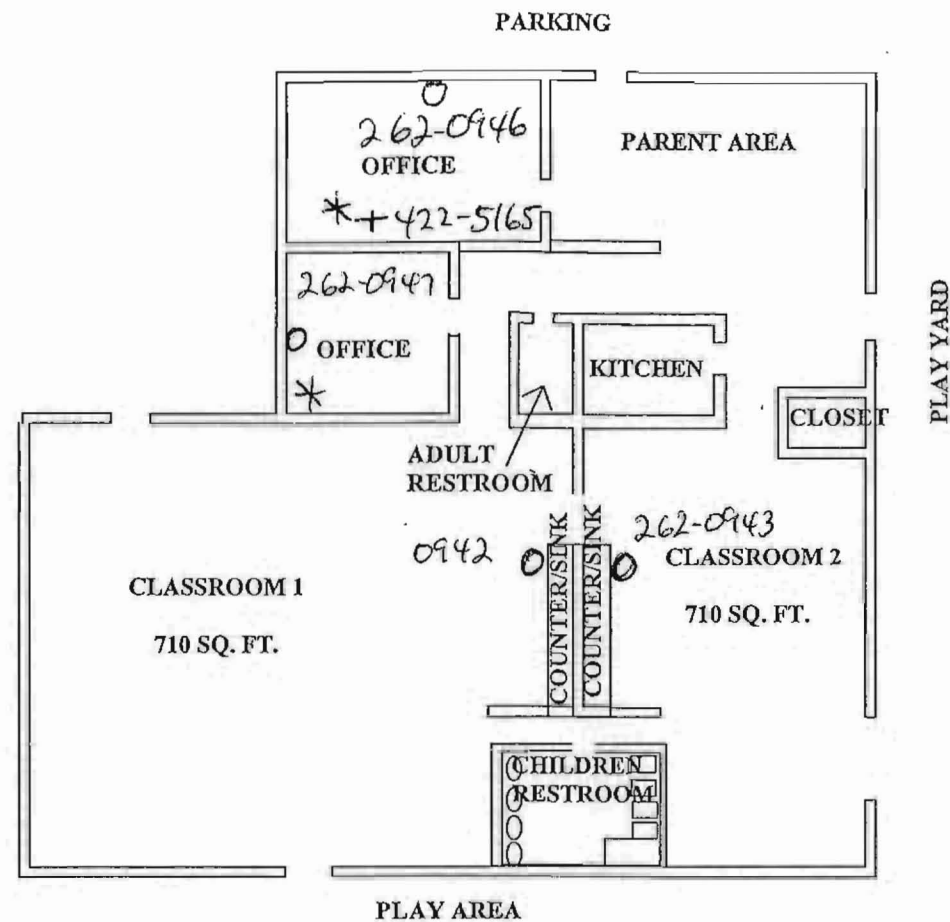
MATHER HEAD START  
10546 Peter A. McCuen Rd  
Mather, CA

9 # Handset  
4 \* Computer  
O Phone Jack  
= Exit  
+ Fax

Floor 2884 sq. ft.

Carpet 3156 sq. ft.



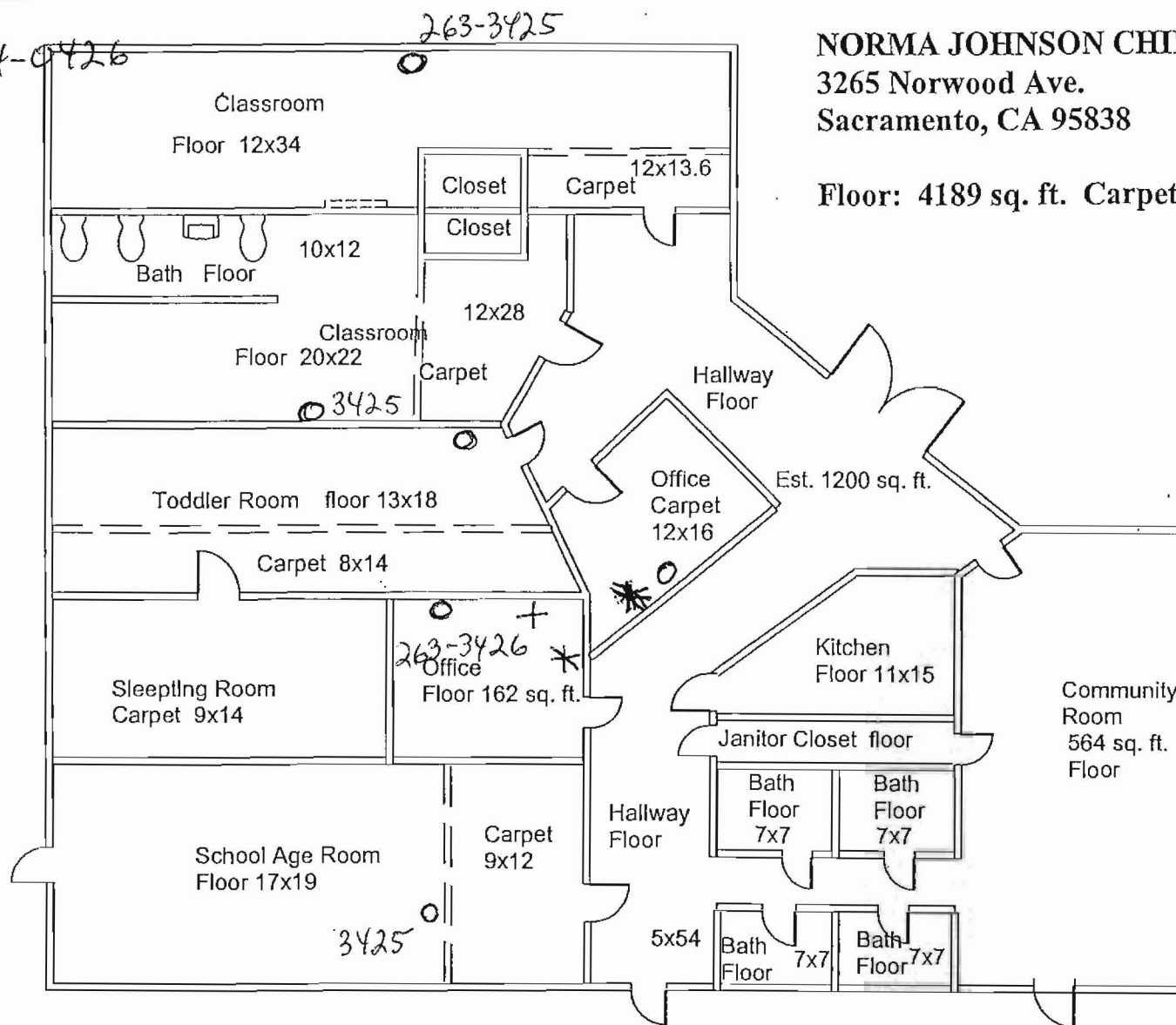


- # Handset
- \* Computer
- O Phone Jack
- = Exit
- + Fax

**NEDRA COURT**  
**60 NEDRA COURT**  
**SACRAMENTO, CA 95824**

**SQ. FT. 3200**

- # Handset 6
- \* Computer 2
- Phone Jack
- = Exit
- + Fax 274-0426



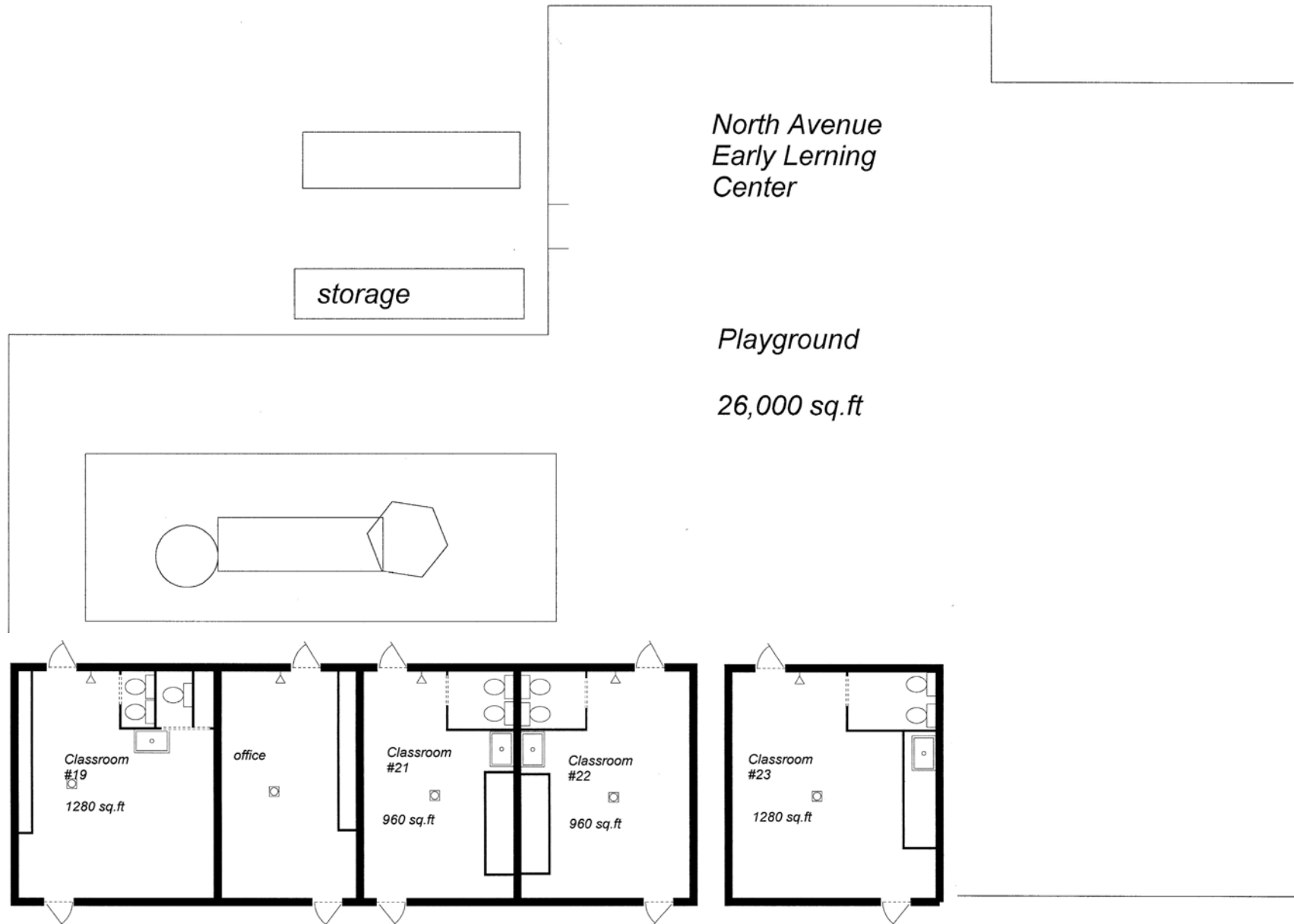
**NORMA JOHNSON CHILD DEV. CENTER**  
 3265 Norwood Ave.  
 Sacramento, CA 95838

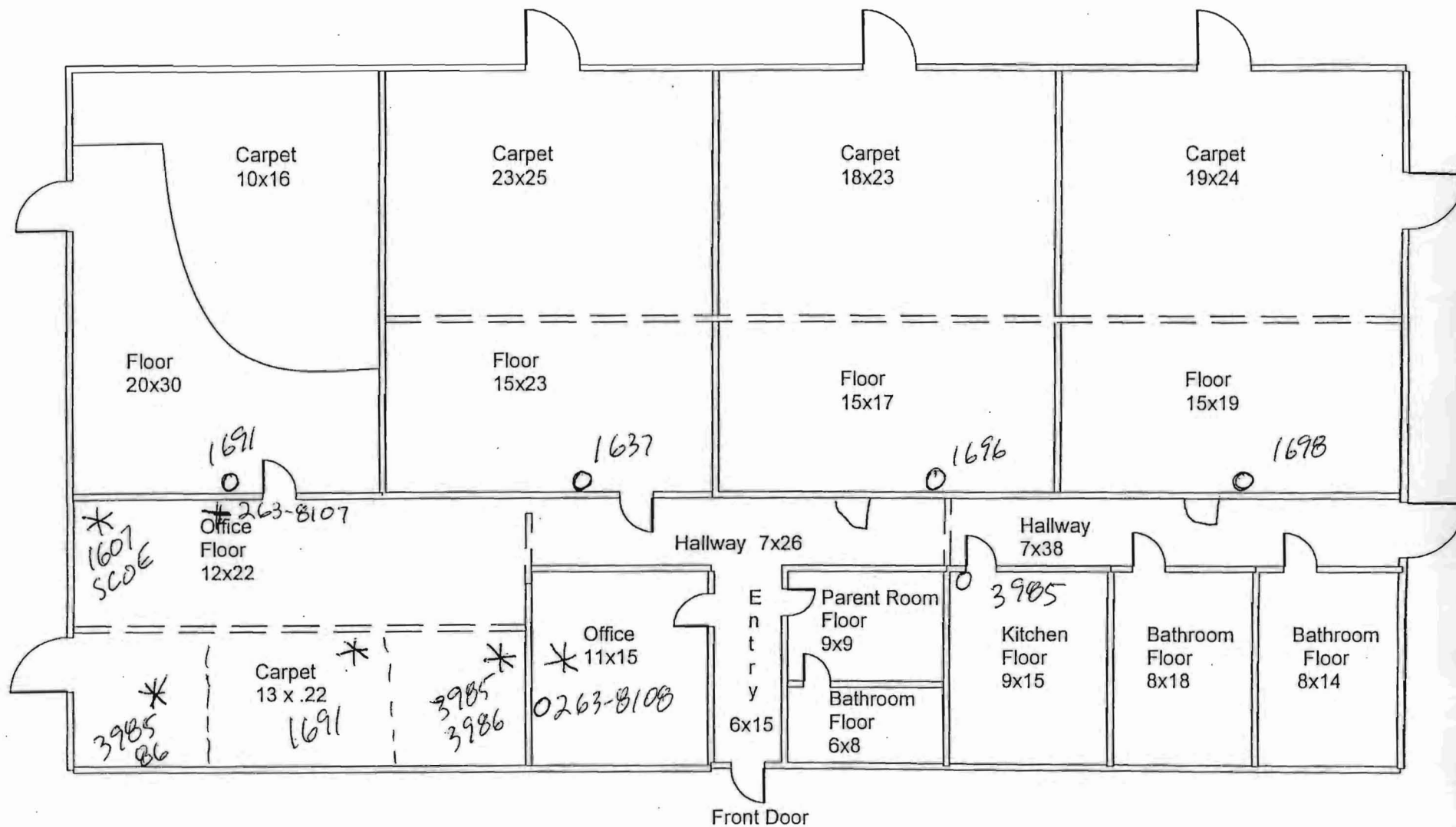
**Floor: 4189 sq. ft. Carpet: 1,037 sq. ft.**



North Avenue Early Learning Center  
1281 North Avenue  
Sacramento, CA 95838  
4,480 sq. ft.

△ Pull Station  
□ Smoke Detector



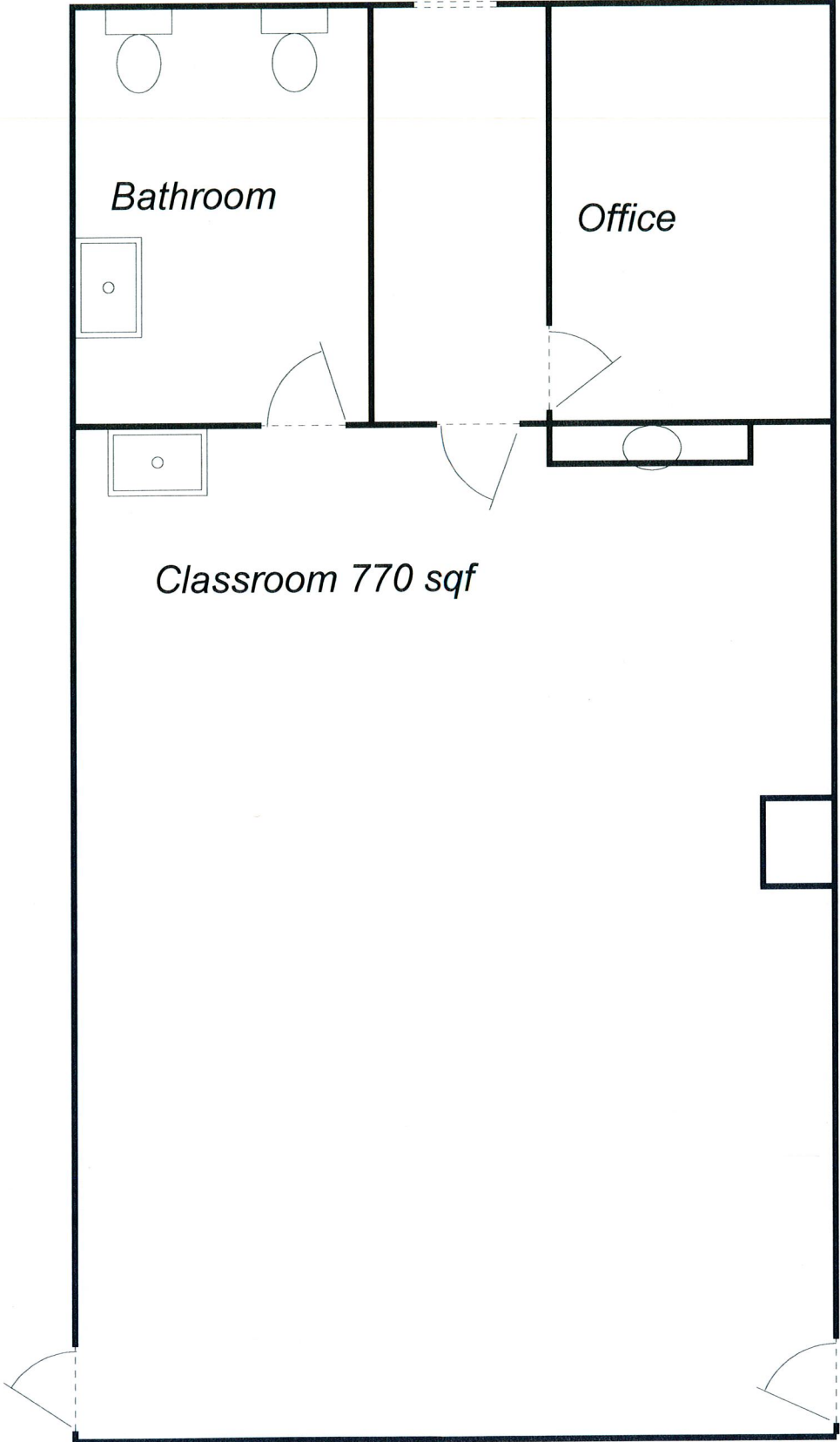


**NORTHVIEW HEAD START**  
**2401 Northview**  
**Sacramento, CA**

**Floor 3,099sq. ft. Carpet 1891sq. ft.**

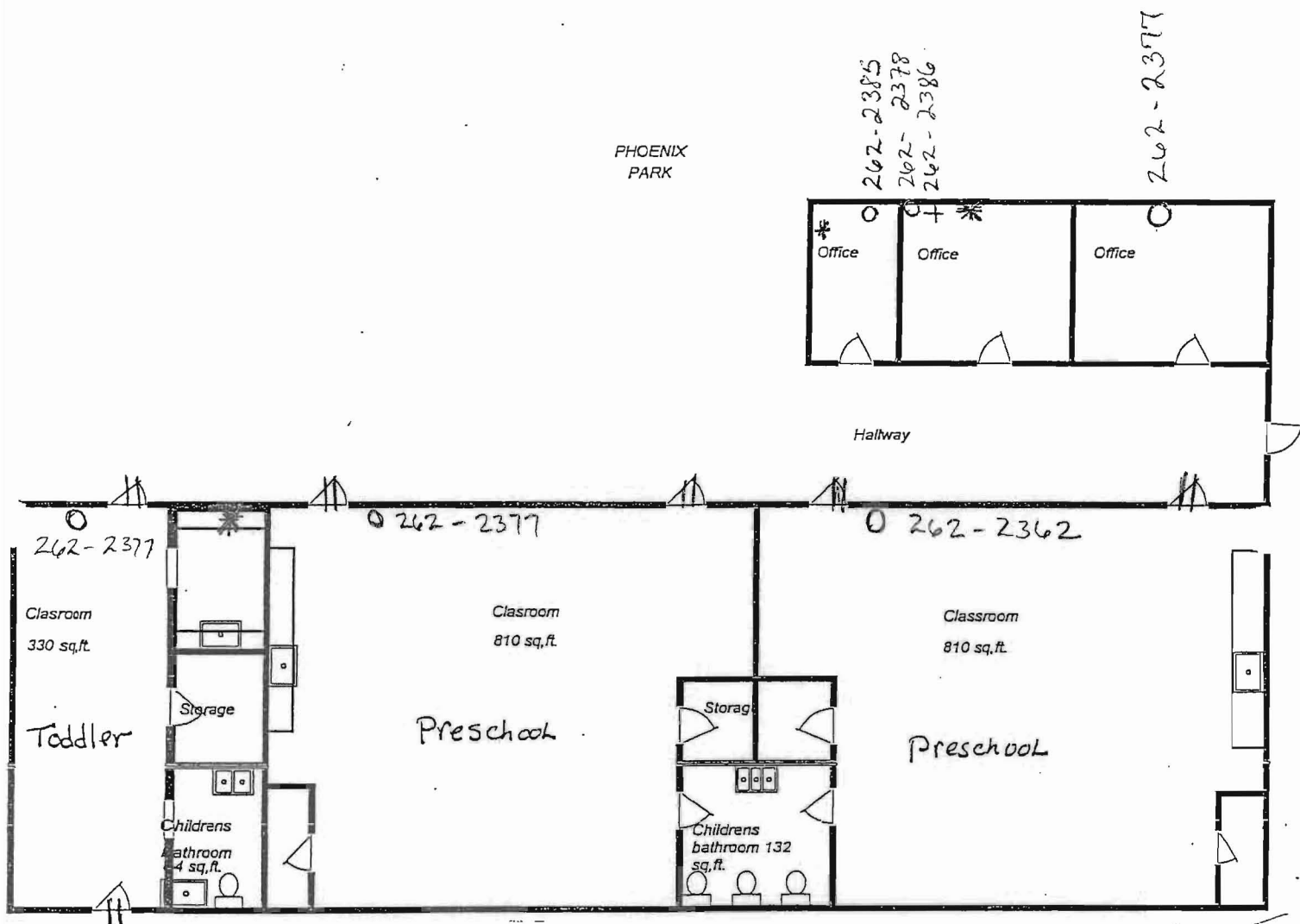
- 11  
4
- # Handset
  - \* Computer
  - Phone Jack
  - = Exit
  - + Fax 263-8107

*PARKER*

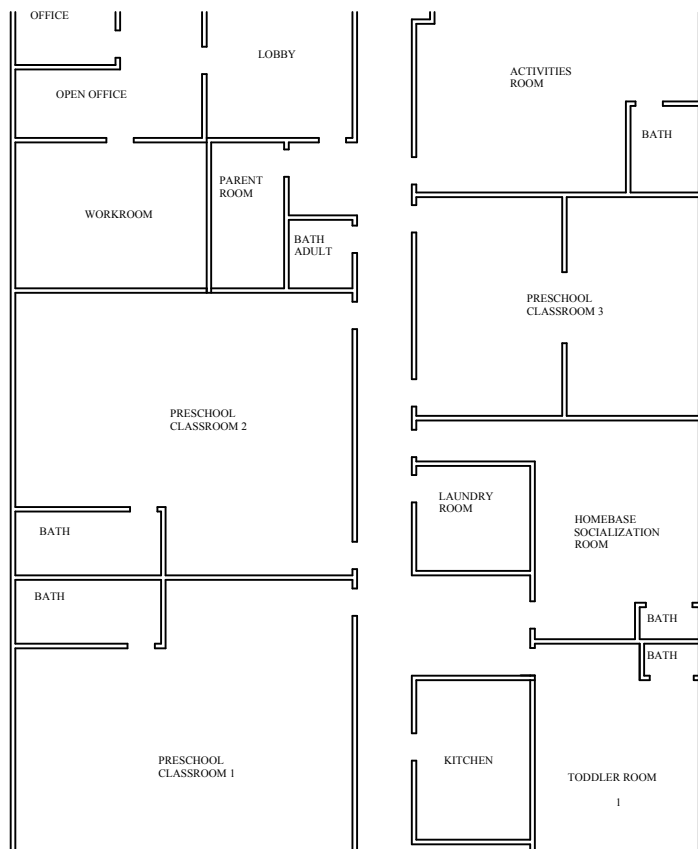


- # Handset 4
- \* Computer 3
- O Phone Jack 6
- = Exit 6
- + Fax 1

PHOENIX  
PARK



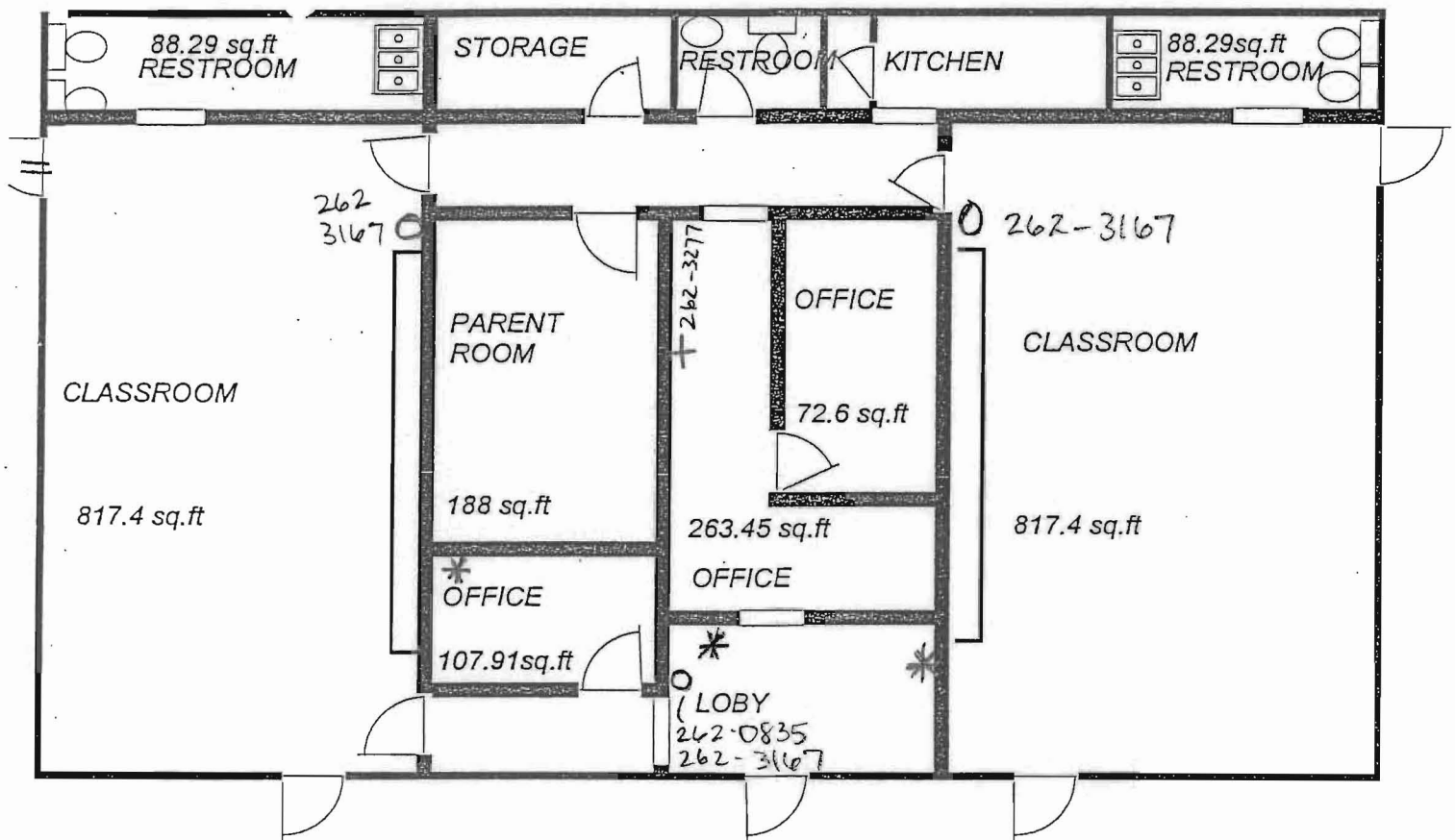
Phoenix Park Head start  
4400 Shining star  
Sacramento, Ca 95823



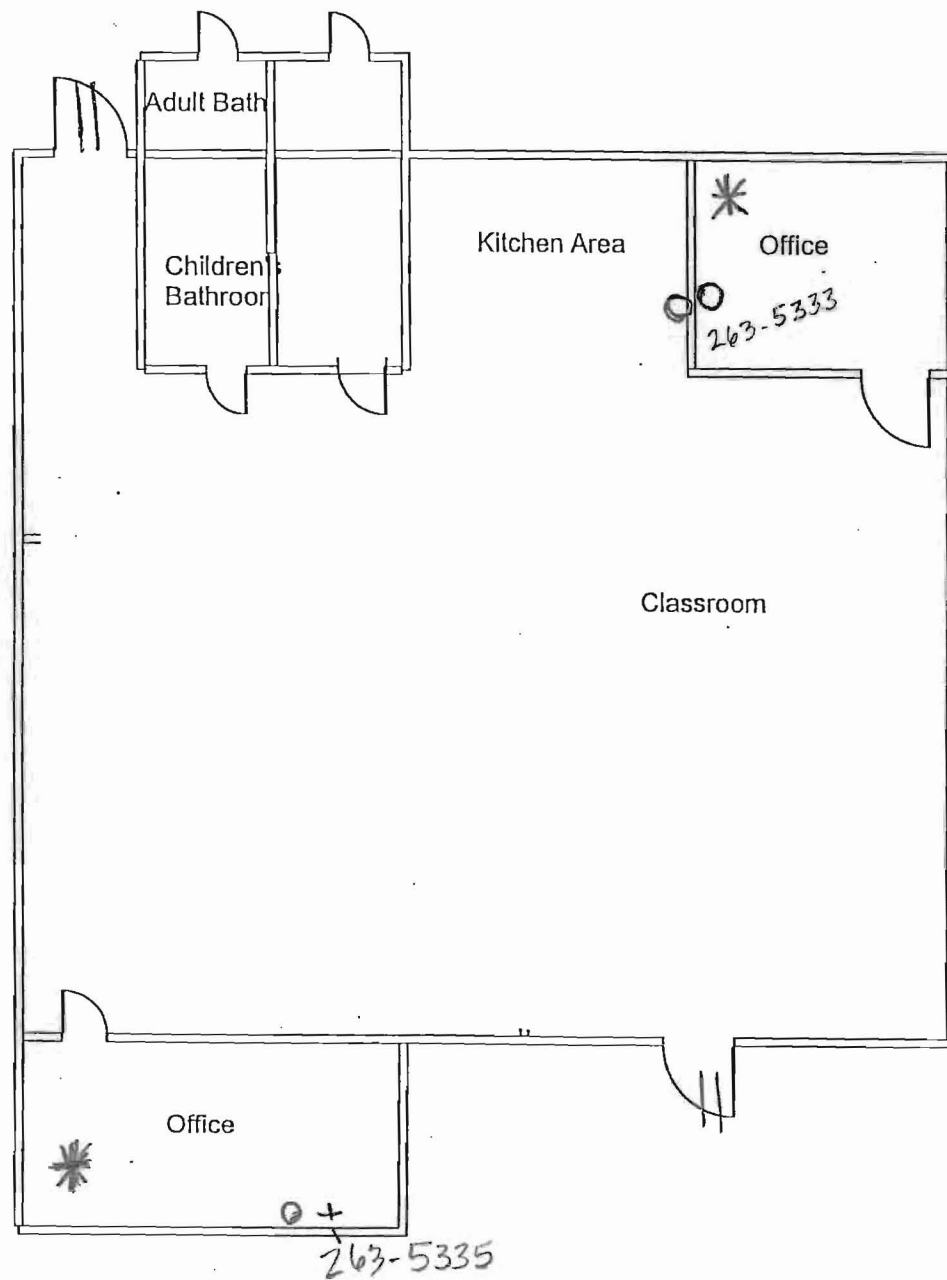
SHARON NEEZE EARLY LEARNING CENTER  
925 Del Paso Blvd., Ste. 300  
Sacramento, CA 95815

- # Handset 5
- \* Computer 3
- O Phone Jack
- = Exit 5
- + Fax 1

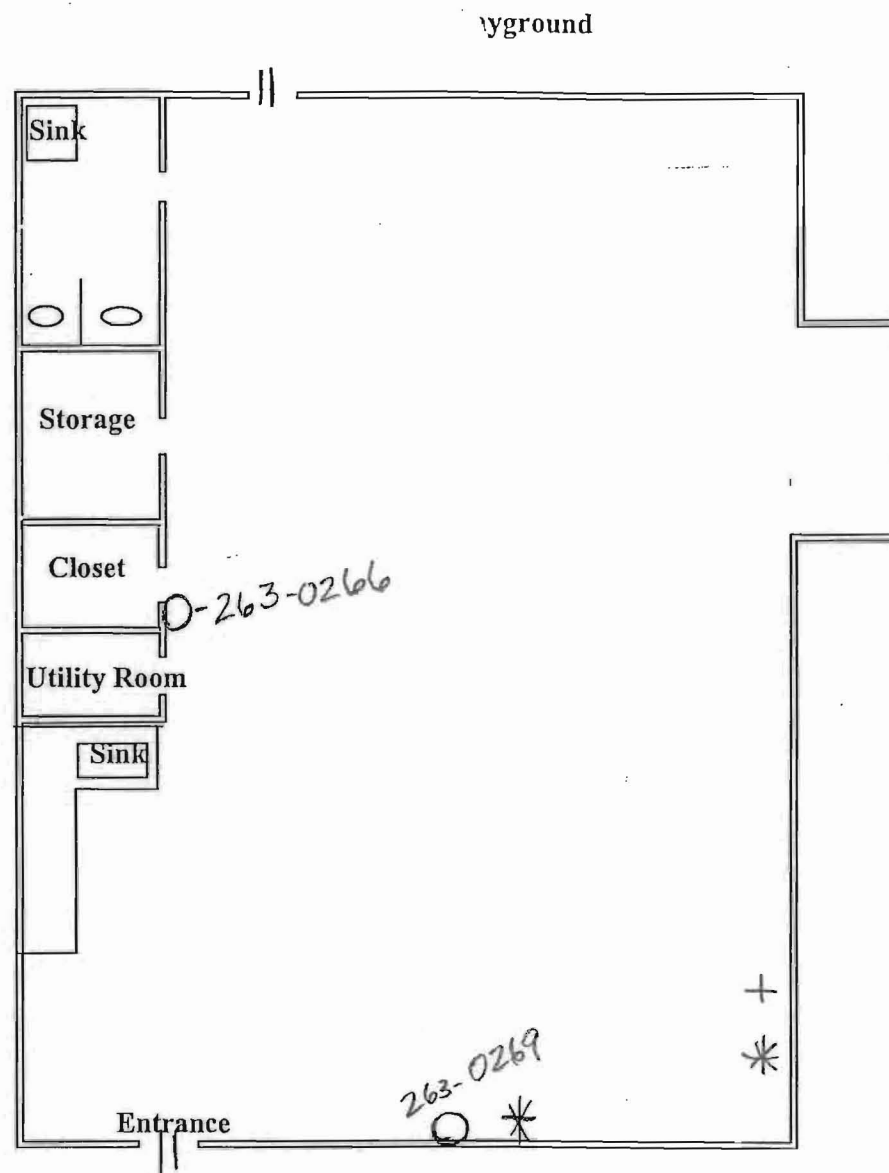
SOLID FOUNDATION



- 2 - \* Computer
- 3 - O Phone Jack
- 2 - = Exit
- 1 - + Fax



**STRIZEK PARK HEAD START**  
**3829 Stephen Drive**  
**North Highlands, CA**

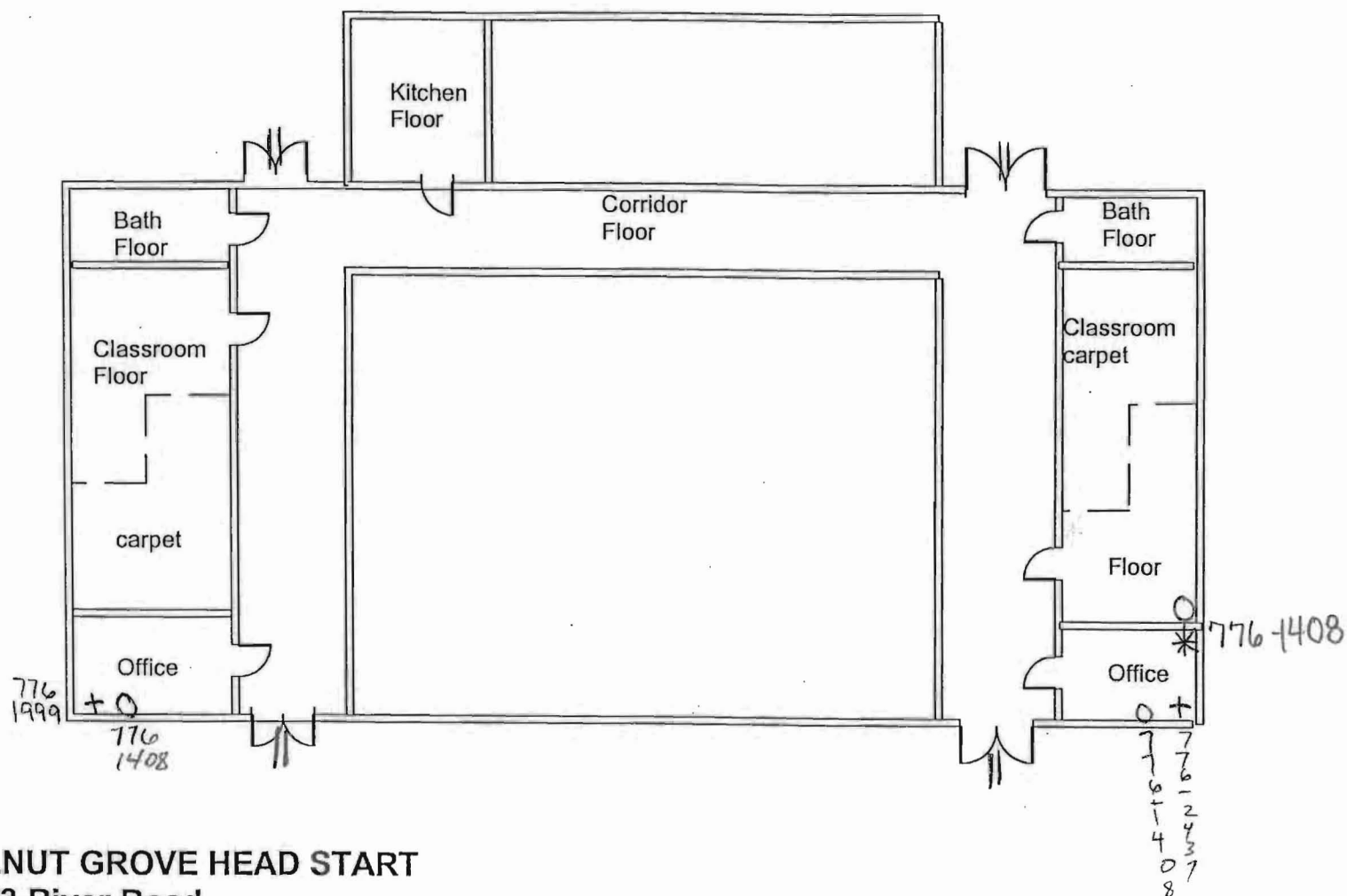


**VINELAND HEAD START**  
**6450 20TH STREET, ROOM 14**  
**RIO LINDA, CA 95673**

**SQUARE FEET. 1360**

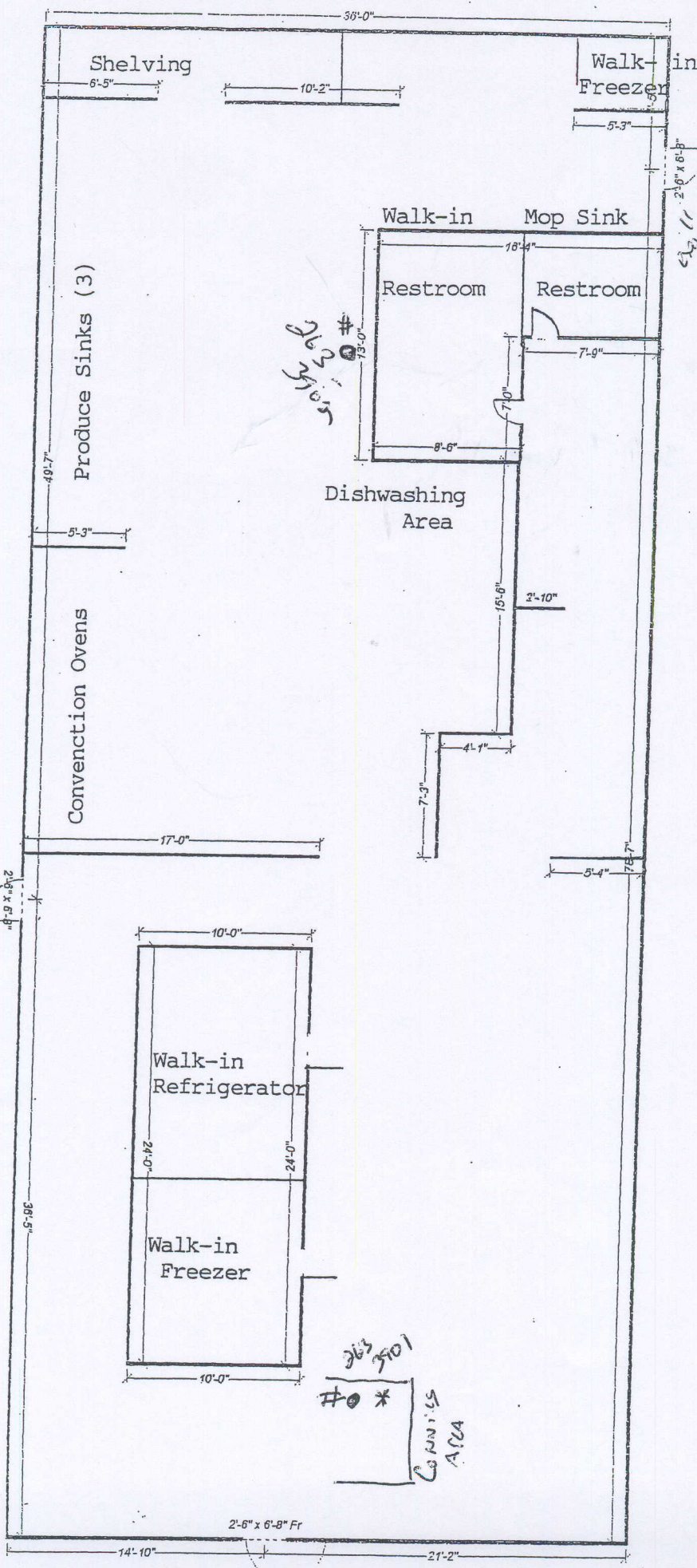


- 2 # Handset
- 2 \* Computer
- 3 O Phone Jack
- 4 = Exit
- 2 + Fax



**WALNUT GROVE HEAD START**  
**14273 River Road**  
**Walnut Grove, CA**

RST FLOOR  
PLAN



- # HAND SETS 5
- 0 phone LINES 4
- Fax 1
- \* Computers 3
- 11 Exits 3

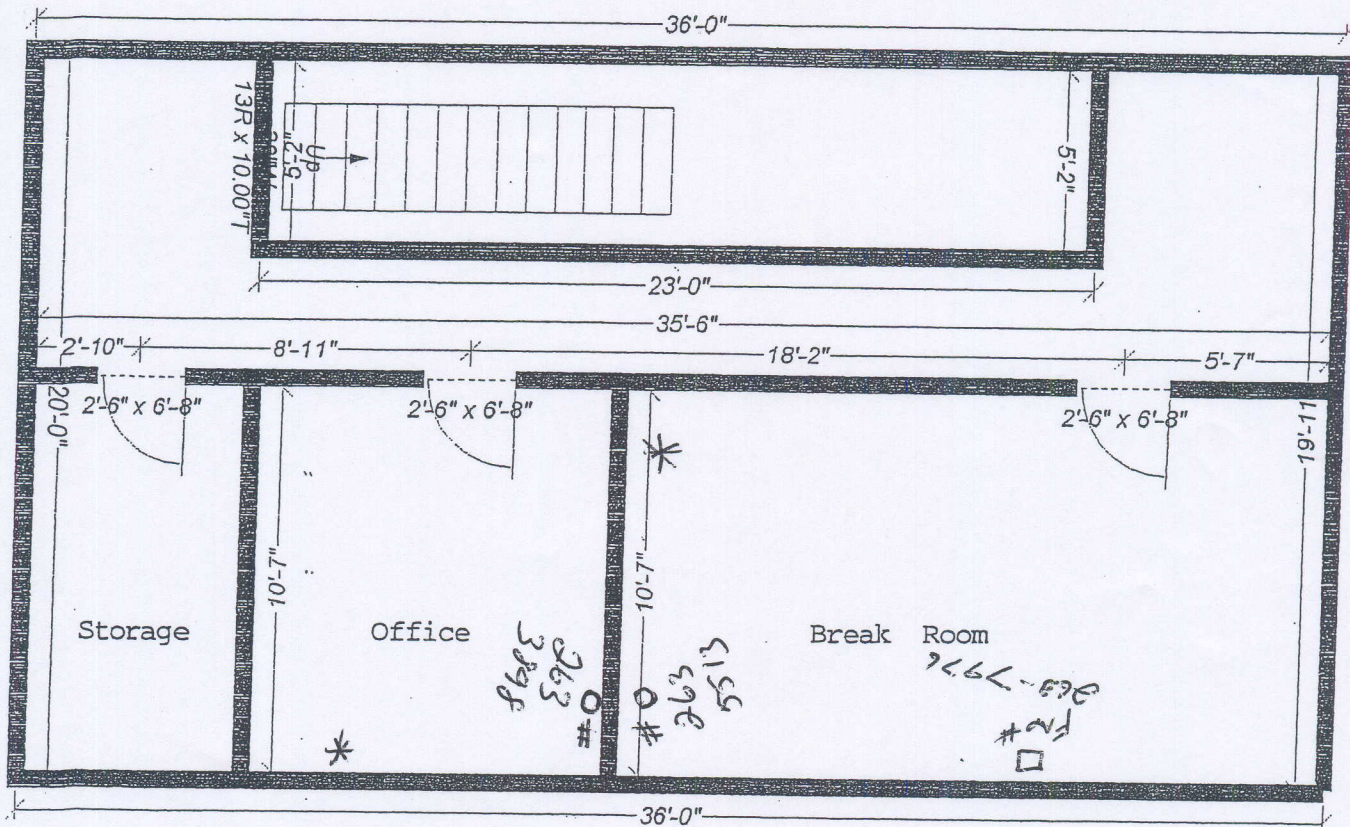
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Handwritten notes: 263, 501, #0, \*

Handwritten notes: 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100

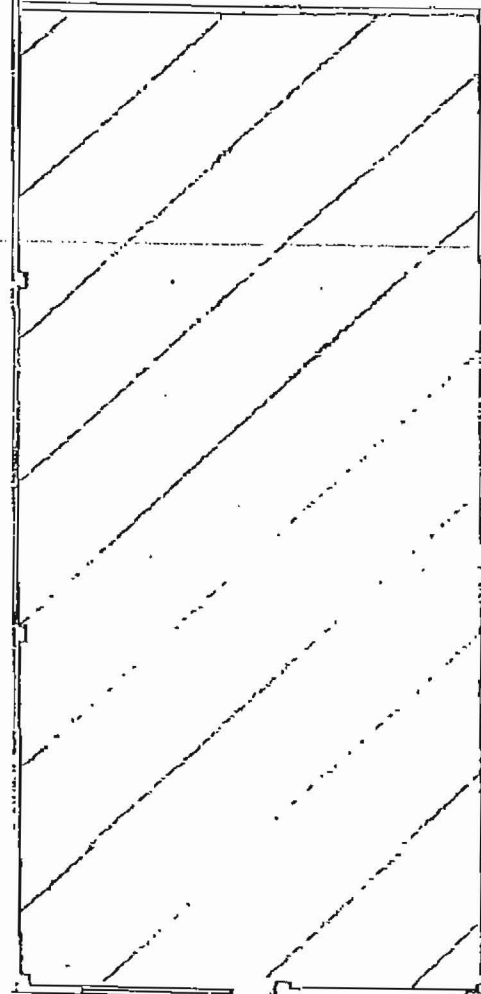


# SECOND FLOOR, PLAN



\* Computer 5  
O Phone Jack  
= Exit  
+ Fax  
322-7741

# FACILITIES WAREHOUSE



WOMENS  
MENS

445-7959  
\*  
OFFICE

322-7624  
3238818  
\*  
OFFICE  
445-9124  
445-1639

445-0390  
322-7728  
\*  
07605  
\*  
OFFICE  
8099

OFFICE  
\*  
322-7616

**EQUIPMENT AND PARTS SPECIFICATIONS**

**ETHERNET WIRING**

- 1) All hardware should be AMP/NETCONNECT or equivalent.
- 2) Cable runs from existing distribution point to individual classrooms must be fully enclosed for child safety requirements.
- 3) Cable raceway must be used where required.
- 4) CAT 5e or better cable

## SECTION II

### Proposal for E-Rate

### ETHERNET WIRING

#### (Required Response Format – Cover Sheet)

Company Name		IRS Employer Identification Number
Address	City, State	Zip Code
Phone/Fax	E-mail Address	
Contact Name	Title	
Company SPIN		
Agency Status:		
Private Non-Profit: <input type="checkbox"/>	Private For-Profit: <input type="checkbox"/>	Public Agency: <input type="checkbox"/>
Other (specify):		

#### Assurances and Certification:

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

Signature	Signature
Typed Name	Typed Name
Date	Date

**Proposal for E-Rate**  
**ETHERNET WIRING**  
**(Required Responses)**

**A. Organizational Qualifications and General Information**

1. Briefly describe the length of time the company has provided this type of service.
2. Indicate and describe options available.
3. Indicate discounts separately, if applicable.
4. Provide an implementation timeline for your proposed service commencing July 1, 2016.
5. Indicate how charges will be incurred as services are implemented.
6. Describe your organization's recent experience in providing the proposed services and equipment. Provide a minimum of three (3) references for whom you have recently provided similar services and equipment (type and size) over the last three (3) years. Include for each reference, the agency name, address, contact, phone number, type of project, project description, and contract amount. References from a School, School District or a County Office of Education in California are preferred.

## EQUIPMENT AND PARTS PRICE LIST

**ETHERNET WIRING**

SETA's eligible Wiring Equipment include (or equivalent):

Alder Grove ELC				
Part Number	Qty	Description	Unit Price	Extended Cost
	4	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Alder Grove I/T				
Part Number	Qty	Description	Unit Price	Extended Cost
	4	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	



Auberry Park				
Part Number	Qty	Description	Unit Price	Extended Cost
	3	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Bannon Creek				
Part Number	Qty	Description	Unit Price	Extended Cost
	3	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

<b>Bright Beginnings</b>				
<b>Part Number</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	7	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
<b>Crossroad Gardens</b>				
<b>Part Number</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Cost</b>
	8	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

Elkhorn				
Part Number	Qty	Description	Unit Price	Extended Cost
	4	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Freedom Park				
Part Number	Qty	Description	Unit Price	Extended Cost
	9	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

Fruitridge				
Part Number	Qty	Description	Unit Price	Extended Cost
	4	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Galt				
Part Number	Qty	Description	Unit Price	Extended Cost
	9	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

Grizzly Hollow				
Part Number	Qty	Description	Unit Price	Extended Cost
	4	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Hillsdale				
Part Number	Qty	Description	Unit Price	Extended Cost
	9	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

Hopkins Park				
Part Number	Qty	Description	Unit Price	Extended Cost
	7	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Illa Collin				
Part Number	Qty	Description	Unit Price	Extended Cost
	4	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

Job Corps				
Part Number	Qty	Description	Unit Price	Extended Cost
	6	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Kennedy Estates				
Part Number	Qty	Description	Unit Price	Extended Cost
	4	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

Laverne Stewart				
Part Number	Qty	Description	Unit Price	Extended Cost
	4	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Mather				
Part Number	Qty	Description	Unit Price	Extended Cost
	9	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	



Nedra Court				
Part Number	Qty	Description	Unit Price	Extended Cost
	6	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Norma Johnson				
Part Number	Qty	Description	Unit Price	Extended Cost
	7	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

North Ave				
Part Number	Qty	Description	Unit Price	Extended Cost
	10	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Northview				
Part Number	Qty	Description	Unit Price	Extended Cost
	10	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

Parker				
Part Number	Qty	Description	Unit Price	Extended Cost
	2	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Phoenix Park				
Part Number	Qty	Description	Unit Price	Extended Cost
	7	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

Sharon Neese				
Part Number	Qty	Description	Unit Price	Extended Cost
	7	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Solid Foundation				
Part Number	Qty	Description	Unit Price	Extended Cost
	7	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

Strizek Park				
Part Number	Qty	Description	Unit Price	Extended Cost
	4	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
Walnut Grove				
Part Number	Qty	Description	Unit Price	Extended Cost
	3	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

Vineland				
Part Number	Qty	Description	Unit Price	Extended Cost
	4	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
Facilities				
Part Number	Qty	Description	Unit Price	Extended Cost
	3	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	
			Grand Total	

Kitchen				
Part Number	Qty	Description	Unit Price	Extended Cost
	3	Cable Runs		
			Sub total	
			Taxes	
			Shipping	
			Installation	
			Grand Total	

**NONCOLLUSION AFFIDAVIT**

**REQUEST FOR PROPOSAL RFP # 2016-103**

**ERATE FY 2016 (YR19)**

**ETHERNET WIRING**

\_\_\_\_ (name of authorized representative), being first duly sworn, deposes and says that he or she \_\_\_\_\_ (title) of \_\_\_\_\_ (company name) has not submitted a proposal in response to SETA's E-Rate Telecommunications Services and Equipment RFP in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against SETA of anyone interested in the proposal contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Subscribed and sworn to (or affirmed) before me (Notary) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

{Notary Stamp}

\_\_\_\_\_  
{Signature of Notary}

\_\_\_\_\_  
{Printed Name of Notary}



**IDENTIFICATION OF SUBCONTRACTOR(S)**

<b>Subcontractor Name</b>	<b>License Number</b>	<b>Work to be Performed</b>	<b>Location/Place of Business</b>

**COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 84308**

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

**PARTICIPANT DISCLOSURE FORM**

## Information Sheet

**SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**

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

**Important Notice**

## Basic Provisions of Section 84308

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

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

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

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

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

AND

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

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

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact HEATHER LUKE, Workforce Development Analyst III, Sacramento Employment and Training Agency, 925 Del Paso Blvd., Sacramento, California, 95815-3608, (916) 263-4072, or the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

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

**Participant Disclosure Form**  
**AGENCY**

**SACRAMENTO EMPLOYMENT AND TRAINING**

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

Participant's Address: \_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City)  
\_\_\_\_\_  
(State) (Zip) (Phone)

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

\_\_\_\_\_

Sacramento Works, Inc. or Sacramento Employment and Training Agency board member to whom you and/or your agent made campaign contributions in aggregation of \$250 or more and dates of contributions:

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

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

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

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

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

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

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

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

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

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

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

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

(Use additional sheet, if necessary)

☐ No contributions made.

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

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

Government Code Section 84308

**PARTY DISCLOSURE FORM**

Information Sheet

**SACRAMENTO EMPLOYMENT AND TRAINING AGENCY**

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

**Important Notice**

**Basic Provisions of Section 84308**

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

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

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

## **EXHIBIT D**

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

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and 2 Cal. Adm. Code Sections 18438.1 - 18438.8. For more information, contact HEATHER LUKE, Workforce Development Analyst III, Sacramento Employment and Training Agency, 925 Del Paso Blvd., Sacramento, California, 95815-3608, (916) 263-4072, or the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

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



**Party Disclosure Form****SACRAMENTO EMPLOYMENT AND TRAINING  
AGENCY**

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

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

(Street)

(City)

(State)

(Zip) (Phone)

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

\_\_\_\_\_

Sacramento Works, Inc. or Sacramento Employment and Training Agency board member to whom you and/or your agent made campaign contributions in aggregation of \$250 or more and dates of contributions:

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

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

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

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

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

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

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

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

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

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

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

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

(Use additional sheet, if necessary)

☐ No contributions made.

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

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

SACRAMENTO EMPLOYMENT & TRAINING AGENCY  
Governing Board

**Chair**

**Sophia Scherman**

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

e-mail: [scherman@sophia-elkgrove.com](mailto:scherman@sophia-elkgrove.com)

**Vice Chair**

**Councilman Jay Schenirer**

City of Sacramento  
915 "I" Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814  
808-8193 (Keilani)  
FAX: 808-7680

e-mail: [jschenirer@cityofsacramento.org](mailto:jschenirer@cityofsacramento.org)

**Supervisor Patrick Kennedy**

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

e-mail: [kennedy.supervisor@saccounty.net](mailto:kennedy.supervisor@saccounty.net)

**Councilmember Allen Warren**

City of Sacramento  
915 "I" Street, 5<sup>th</sup> Floor  
Sacramento, CA 95814  
808-4725 (Alisa)  
FAX: 808-7680

e-mail: [awarren@cityofsacramento.org](mailto:awarren@cityofsacramento.org)

**Supervisor Don Nottoli**

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

e-mail: [nottolid@saccounty.net](mailto:nottolid@saccounty.net)

*Current as of January 6, 2015*

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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Name and Title of Authorized Representative

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Signature

---

Date

## Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal* and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING**Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

---

Signature

---

Typed Name and Title of Authorized Signatory

---

Organization

---

Date

Approved by OMB  
0348-0046

## ATTACHMENT 2

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

C:\DATA\E-RATE\RFP#2016-103  
1/8/16 (final)

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Certification Regarding Drug-Free Workplace

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

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

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

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

---

---

---

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

---

(Name of Organization)

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

---

(Typed Name and Title)

---

(Date)

## INSTRUCTIONS FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

