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www.seta.net

Request for Proposals

BROADBAND SERVICES

E-RATE FUNDING YEAR 2024

RFP # 2024-001

Request for Proposals Release Date: January 4, 2024

Offeror's Conference: January 16, 2024 (3:00 p.m.)

Deadline for Submittal of Proposals: February 15, 2024 (5:00 p.m.)

Contact:

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Table of Contents

SECTION I	2
I. General Information and Instructions.....	3
II. Additional Requirements/Conditions.....	12
III. Evaluation and Selection Process	15
IV. Protest Procedures to Resolve Procurement Disputes	16
V. Litigation Status.....	16
Appendix A – Site Listing	17
Appendix B – Installation and Service Specifications & Requirements	18
SECTION II	20
Required Response Format Cover Sheet	20
Required Responses	21
Exhibit A – Installation and Service Cost and Price List	22
Exhibit B – Non-collusion Affidavit	24
Exhibit C – Identification of Subcontractor(s)	25
Exhibit D – Participant Disclosure Form	26
Exhibit E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	35
Exhibit F – Certification Regarding Lobbying	37
Exhibit G – Certification Regarding Drug-Free Workplace Requirements	41

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 Support 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 Broadband Services, specifically a switched Ethernet Virtual Private Line (EVPL) service or any other Broadband Private Line Ethernet service that can provide a minimum of 20 MB per remote location in a hub and spoke typology. The non-exclusive Site List can be found in Appendix A of this RFP.

Additionally, the intent of this document is to provide specifications and requirements for the solicited service. A single vendor may be selected. Appendix B of this RFP contains the list of solicited installation and service specifications and requirements.

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 Proposals and all documents associated with the Request for Proposals, 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 Thursday, January 4, 2024
- Proposer's Conference Tuesday, January 16, 2024 (3:00 p.m.)
- Publish Q&As Friday, January 19, 2024 (5:00 p.m.)
- Proposals Due at SETA Thursday, February 15, 2024 (5:00 p.m.)
- Publish Proposer Selection Thursday, February 29, 2024

(6) Proposer's Conference

A proposer's conference will be held virtually:

ZOOM MEETING ID: 892 7844 8342

DATE: Tuesday, January 16, 2024 (3:00 p.m.)

TIME: 3:00 p.m. to 4:00 p.m., P.S.T

PLACE: <https://us02web.zoom.us/j/89278448342>

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.

Responder Service Provider Requirements


The Responder must meet or exceed minimum qualification requirements.

1. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
2. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
3. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the proposal is submitted. More information about obtaining an FRN may be found at this website: <https://apps.fcc.gov/coresWeb/publicHome.do>
4. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the proposal is submitted. Any potential proposer found to be in Red Light Status will be disqualified from participation in the procurement process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
5. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, of the funding year.
6. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.
7. Within one (1) week of award by Universal Services Administrative Company (USAC), the awarded Service Provider must provide the SETA a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.
8. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
9. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

Responder Service Provider Acknowledgements


1. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the SETA and a USAC service substitution approval with the exception of a Global Service Substitution.

2. The Service Provider acknowledges that its offer is considered the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
3. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
4. Starting Services/Advance Installation: The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2024 funding year (July 1, 2024). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.
5. Early Funding Conditions:
 - Category 1
 - There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.
 - Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
 - The Category 1 service must depend on the installation of the infrastructure.
 - The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
 - No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services ([DA 02-3365](#) , released December 6, 2002). This FCC decision only applies to Priority 1 services (Telecommunications Services and Internet access).

The complete text can be found at the following URL:
<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

- **Category 2**
There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year. We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide awardees the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

6. Invoicing

The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The SETA will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the SETA will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the SETA shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the SETA decide that it is in the best interest of the SETA to file a Form 472, the SETA will inform the Service Provider of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the SETA will only be responsible for paying its non-discounted share.

Additionally, if the service qualifies for California Teleconnect Funds, then the service provider will invoice the California PUC.

7. FCC/SLD Auditability

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The SETA, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

8. Procurement of Additional Goods and/or Services/Coterminous Expiration

During the term of any Agreement resulting from this RFP, the SETA may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the SETA's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a

coterminous expiration date with the original date of this Agreement. The SETA shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

(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 Submittal** - Proposer must submit proposal via email to:

Procurement@seta.net

AND

erate@adtechgroup.com

Emailed proposals containing all elements must be submitted not later than the closing date and time. Proposals shall be delivered to the attention of **Sacramento Employment and Training Agency**.

- **Proposal Deadline** - Proposals must be submitted to Procurement@seta.net AND erate@adtechgroup.com by **5:00 p.m., P.S.T on Thursday, February 15, 2023**. Late proposals will not be accepted or considered. In accordance with the policy of the SETA Governing Board, proposals received after 5:00 p.m., P.S.T, on the noted date will not be considered – **NO EXCEPTIONS**.
- **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 one-time installation costs and monthly installation and service pricing in Exhibit A of this RFP.

- **All Costs Included** - All costs must be included in the proposal. The specifications are meant to outline SETA's 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. The contract will be a three-year (36 month) term. Unless otherwise agreed upon, the contract start date will be July 1, 2024. All contracts, regardless of start date, shall end on June 30, 2027.

(11) Contract Extension

SETA shall have the exclusive option to extend any contract awarded for two (2) additional one (1) year terms, through June 30, 2029 contingent upon prior approval by SLD. The fee for any additional term will be subject to renegotiation based upon required performance. Any increase will not exceed 5% or the Consumer Price Index, whichever is smaller. If additional services are required during the initial term or any additional term, a fee will be negotiated consistent with the fee established for the services otherwise provided.

(12) 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 Support 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 Fiscal 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, 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: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>.
- (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 \$400 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's technology needs.

A successful proposal should be able to demonstrate the ability to meet the scope of work as outlined in Appendix B. All proposals must include the information requested in Section II:

- Required Response Format – Cover Sheet
- Required Responses
- Exhibits A through G

Failure to submit the required information could lead to the rejection of the proposal.

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 of 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. D'et Saurbourne
Interim Executive Director
Sacramento Employment and Training Agency
925 Del Paso Blvd., Suite 100
Sacramento, CA 95815
Det.Saurbourne@seta.net

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 LISTING

	School Name	Address	City, State Zip
1	Main Office	925 Del Paso Blvd., Suite 200	Sacramento, CA 95815
2	Alder Grove I/T Center	2640 A/B Muir way	Sacramento, CA 95818
3	Alder Grove ELC	816 Revere Street	Sacramento, CA 95818
4	Bannon Creek	2775 Millcreek Drive	Sacramento, CA 95833
5	North Ave	1281 North Ave.	Sacramento, CA 95838
6	Norma Johnson	3265 Norwood Ave.	Sacramento, CA 95838
7	Northview	2401 Northview Drive	Sacramento, CA 95833
8	Sharon Neese	925 Del Paso Blvd., Suite 300	Sacramento, CA 95815
9	Elkhorn	5249 Elkhorn Blvd	Sacramento, CA 95842
10	Freedom Park	6015 Watt Avenue, Suite 5	North Highlands, CA 95660
11	Hillsdale	5665 Hillsdale Blvd., Suite 4	Sacramento, CA 95842
12	Strizek Park	3829 Stephen Drive	North Highlands, CA 95660
13	Franklin (JMC)	6929 Franklin Blvd	Sacramento, CA 95823
14	Bright Beginnings	10487 White Rock Road, P52	Rancho Cordova, CA 95670
15	Mather	10546 Peter A. McCuen Road	Mather, CA 95655
16	16 th Ave (MLK)	41404 Martin Luther King Jr. Blvd	Sacramento, CA 95820
17	Crossroad Gardens	7322 Florinwood Drive	Sacramento, CA 95823
18	Fruitridge	5746 40th Street	Sacramento, CA 95824
19	Hopkins Park	2317 Matson Drive	Sacramento, CA 95822
20	Illa Collin	3530 41st Avenue	Sacramento, CA 95824
21	Job Corps	3100 Meadowview Road	Sacramento, CA 95832
22	Kennedy Estates	6501 Elder Creek Road	Sacramento, CA 95824
23	Laverne Stewart	5545 Sky Parkway	Sacramento, CA 95823
24	Nedra Court	60 Nedra Court	Sacramento, CA 95822
25	Parker	4516 Parker Avenue	Sacramento, CA 95820
26	Phoenix Park	4400 Shining Star Drive	Sacramento, CA 95823
27	Solid Foundation	7505 Franklin Blvd.	Sacramento, CA 95823
28	Galt	615 2nd Street	Galt, CA 95632
29	Grizzly Hollow	805 Elk Hills Dr.	Galt, CA 95632
30	Florin East Grammar School	8383 Florin Road	Sacramento, CA 95828
31	Central Kitchen	6043 Watt Avenue	North Highlands, CA 95660
32	Facilities Warehouse	3810 Rosin Court Suite 150	Sacramento, CA 95834
33	Marina Vista	263 Seavy Circle	Sacramento, CA 95834
	Job Centers		
34	Hillsdale	5655 Hillsdale Blvd, Suite 8	Sacramento, CA 95842
35	Mark Sanders	2901 50th Street	Sacramento, CA 95817

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

INSTALLATION AND SERVICE SPECIFICATIONS AND REQUIREMENTS

Broadband Services

1. SETA is seeking to create a resilient solution to expand its current Ethernet Virtual Network with a multi-point design that minimizes the impact of any one location going down, especially the current, SETA Headquarters hub location.
2. The successful contractor will install and provide ongoing service for EVP or other Broadband Ethernet typology solution. All equipment included in this option will be owned and maintained by the awarded contractor with no option for transfer of ownership to the lessee.
3. Switched EVLP is a switched Ethernet transport service providing advanced Ethernet functionality using fiber technology and a switched Ethernet core network. It provides full duplex transport of data signals between a customer's premises and an Ethernet switch in a central office. If necessary to reach and provide 20 MB wan speed to our ELC sites, SETA will be open to other WAN typology options in an effort to provide the best service to each site.
4. All LAN switches will support Power over Ethernet (POE), Quality of Service (QoS), Layer 3 switching, and trunking. A Router or Routing Switch will be located at each location to provide inter-VLAN routing, as well as routing to the internet and other locations. Service should include an EVPL, or equivalent, infrastructure through a Tier 1 provider with SLAs that would be conducive to the implementation of VoIP. Carrier must support QoS prioritization, and bandwidth allocation across the WAN circuits. Contractor's fully managed routers will support the required inter-site connectivity, QoS prioritization, and bandwidth allocation for all WAN typologies being considered separately or together in mix environment.
5. SETA currently has a Virtual Private Ethernet network infrastructure with Juniper M104 core routers and EX2300 switches at the Main Headquarters (hub) site and Juniper EX2300 switches at each of remote (spoke) site. The two Workforce Development sites have Juniper SRX240 routers and EX4200 switches. It is critical that all sites remain connected to the maximum extent possible during the transition to a new or existing wan typology and its infrastructure. Brief outages on a site-by-site basis will be allowed on a pre-arranged schedule. Accordingly, bidders should plan to offer services and/or installation and configuration of new equipment as necessary to maintain connectivity between all sites during the build out of the new network infrastructure. It is understood that this project will require several months to complete. SETA is willing to consider any options bidders wish to propose to maintain the required inter-site connectivity during this period.
6. The Juniper POE switches or routers at each remote site has one SFP 1GB TX Ethernet port to connect to the carrier's broadband network service that support CAT6 Ethernet cables.
7. SETA requests the carrier to extend the DEMARC from the MPOE at each site to the same location where SETA's network equipment is mounted and to provide an appropriate CAT-6 hand-off cable for connection to SETA equipment.

Requirements:

- 1) District Office connections must be able to:
 - a. Support IEEE 802.1Q VLAN Tagging which meets District VLAN tagging needs.
- 2) Exhibit A, Installation and Service Cost and Price List will include:
 - a. Costs for Proposed Services
 - i. In the event there are Installation and/or Curb-to-MPOE costs, the district requests the option to either amortize the costs into the monthly recurring charges or to pay up front. Please detail Installation and/or Curb-to-MPOE charges.
 - ii. In the event there are installation costs to extend the DEMARC, the district requests the option to either amortize the costs into the monthly recurring charges or to pay up front. Please detail charges for extending the DEMARC from the MPOE to the location of SETA network equipment.
- 3) All sites listed must have the option to upgrade bandwidth incrementally as needed during the term of the contract. Maximum inter-site bandwidth at any one site will be 1,000Mbps (1Gbps). Any cost increases associated with upgrading to a higher bandwidth will be paid by SETA.
- 4) All sites listed must have the option to downgrade bandwidth to the minimum offered by the carrier as needed during the term of the contract. The cost savings for downgrading to a lower bandwidth must be passed on to SETA.

SECTION II

Proposal for E-Rate

Broadband Services

(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:

Private For-Profit:

Public Agency:

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 H” that certifies the authority expressed.**

Signature _____

Signature _____

Typed Name _____

Typed Name _____

Date _____

Date _____

Proposal for E-Rate

Broadband Services

(Required Responses)

A. Organizational Qualifications and General Information

1. Briefly describe the length of time the company has provided this type of service.
2. Provide your Service Level Agreement (SLA) for this proposal.
3. Indicate and describe options available.
4. Indicate discounts separately, if applicable.
5. Provide an implementation timeline for your proposed service commencing July 1, 2024.
6. Indicate how charges will be incurred as services are implemented.
7. 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.

INSTALLATION AND SERVICE COST AND PRICE LIST

Broadband Services

3-Year Term with option for two 1-year extensions

Please indicate one-time installation costs and monthly pricing for installation and service for a **three-year term with option for two 1-year extensions**:

	School/Site Name	Existing Ckt	Total Installation Costs	Installation Costs on a Monthly basis for one year term	Requested New Ckt Speed	Monthly Cost of New Ckt	Upgrade to 10Mb	Upgrade to 100Mb	Upgrade to 1,000Mb	Curb to MPOE Costs	Extended DEMAR C Costs
1	Main Office	1GB Fiber			Aggregate of all sites		N/A	N/A			
2	Alder Grove I/T	Fiber			20 Mb			N/A	N/A		
3	Alder Grove ELC	Fiber			20 Mb			N/A	N/A		
4	Bannon Creek	Fiber			20 Mb			N/A	N/A		
5	North Ave	Fiber			20 Mb			N/A	N/A		
6	Norma Johnson	Fiber			20 Mb			N/A	N/A		
7	Northview	Fiber			20 Mb			N/A	N/A		
8	Sharon Neese	Fiber			20 Mb			N/A	N/A		
9	Elkhorn	Fiber			20 Mb			N/A	N/A		
10	Freedom Park	Fiber			20 Mb			N/A	N/A		
11	Hillsdale	T1			20 Mb			N/A	N/A		
12	Strizek Park	T1			20 Mb			N/A	N/A		
13	Franklin (JMC)	T1			20 Mb			N/A	N/A		
14	Bright Beginnings	Fiber			20 Mb			N/A	N/A		
15	Mather	T1			20 Mb			N/A	N/A		
16	16 th Ave (MLK)	T1			20 Mb			N/A	N/A		
17	Crossroad Gardens	Fiber			20 Mb			N/A	N/A		
18	Fruitridge	Fiber			20 Mb			N/A	N/A		
19	Hopkins Park	T1			20 Mb			N/A	N/A		
20	Illa Collin	Fiber			20 Mb			N/A	N/A		

21	Job Corps	Fiber			20 Mb			N/A	N/A		
22	Kennedy Estates	T1			20 Mb			N/A	N/A		
23	Laverne Stewart	T1			20 Mb			N/A	N/A		
24	Nedra Court	T1			20 Mb			N/A	N/A		
25	Parker	Fiber			20 Mb			N/A	N/A		
26	Phoenix Park	Fiber			20 Mb			N/A	N/A		
27	Solid Foundation	Fiber			20 Mb			N/A	N/A		
28	Galt	Fiber			20 Mb			N/A	N/A		
29	Grizzly Hollow	T1			20 Mb			N/A	N/A		
30	Florin Grammar	New			20 Mb			N/A	N/A		
31	Central Kitchen	Fiber			20 Mb			N/A	N/A		
32	Warehouse	Fiber			20 Mb			N/A	N/A		
33	Marina Vista	T1			20 Mb			N/A	N/A		
	Job Centers	Existing Ckt	Installation Costs	Installation Costs on a Monthly basis for one year term	Requested New Ckt Speed	Monthly Cost of New Ckt	Upgrade to 10Mb	Upgrade to 100Mb	Upgrade to 1,000Mb	Curb to MPOE Costs	Extended DEMAR C Costs
34	Hillsdale	Fiber			20 Mb			N/A	N/A		
35	Mark Sanders	Fiber			20 Mb			N/A	N/A		
	Totals	N/A			N/A						

NONCOLLUSION AFFIDAVIT

REQUEST FOR PROPOSALS (RFP) # 2024-01
ERATE FUNDING YEAR 2024
Broadband Services

_____ (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 _____

COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 84308

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

Government Code Section 84308

PARTICIPANT DISCLOSURE FORM

Information Sheet

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

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

Important Notice

Basic Provisions of Section 84308

- I. You are prohibited from making a campaign contribution of \$250 or more to any Sacramento Works, Inc. (Local Workforce 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 Corey Lagbao, Workforce Development Analyst III, Sacramento Employment and Training Agency, 925 Del Paso Blvd., Sacramento, California, 95815-3608, (916) 263-3838, or the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

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

Participant Disclosure Form

SACRAMENTO EMPLOYMENT AND TRAINING AGENCY

Participant's Name: _____

Participant's Address: _____
(Street)

(City)

(State) (Zip) (Phone)

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

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

Name of Board Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount: _____

Name of Board Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount: _____

Name of Board Member: _____

Name of Contributor (if other than Participant): _____

Date(s): _____

Amount: _____

(Use additional sheet, if necessary)

No contributions made.

DATE: _____

(Signature of Participant and/or Agent)

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 Corey Lagbao, Workforce Development Analyst III, Sacramento Employment and Training Agency, 925 Del Paso Blvd., Sacramento, California, 95815-3608, (916) 263-3838, or the Fair Political Practices Commission, 428 J Street, Suite 620, Sacramento, California, 95814, (916) 322-5660.

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

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

Mayor Pro Tempore Mai Vang

City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
(916) 808-7008
FAX: 916-264-7680
e-mail: myvang@cityofsacramento.org

Vice Chair

Sophia Sherman

Public Representative
916-718-9631
FAX: 916-685-4330

Supervisor Rich Desmond

County of Sacramento
700 "H" Street, Suite 2450
Sacramento, CA 95814
916-874-5471
FAX: 916-874-7593
e-mail: richdesmond@saccounty.gov

Vice Mayor Eric Guerra

City of Sacramento
915 "I" Street, 5th Floor
Sacramento, CA 95814
(916) 808-7006
FAX: 916-808-7680
e-mail: eguerra@cityofsacramento.org

Supervisor Patrick Kennedy

County of Sacramento
700 "H" Street, Suite 2450
Sacramento, CA 95814
916-874-5481
FAX: 916-874-7593
e-mail: SupervisorKennedy@saccounty.gov

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to 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

DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT 2

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 40px;">Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>		<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No. _____ Date _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

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

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

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

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

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Certification Regarding Drug-Free Workplace

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

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

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

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

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

(Name of Organization)

BY: _____
(Signature of Authorized Representative)

(Typed Name and Title)

(Date)

**INSTRUCTIONS FOR CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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