

SCIOTO COUNTY BROADBAND EXPANSION PROJECT

Request for Proposals (RFP)

For

**Internet Service Providers to Deploy, Expand, Operate, and Maintain A
Broadband Internet Network Which Delivers High-Speed Broadband
to Currently Unserved or Underserved Areas in Scioto County**

RFP Issue Date: February 15, 2024

RFP Response Due Date: February 27, 2024

REQUEST FOR PROPOSALS

Response Due Date and Time: 12:00 p.m. ET, Tuesday, February 27, 2024

This RFP is being issued to solicit a response and other documents from internet service providers (ISPs) qualified to deploy, expand, operate, and maintain a broadband internet network ensuring that currently unserved and underserved premises in Scioto County, Ohio are served by high-speed broadband. Scioto County is not responsible for any costs incurred by the applicant for the preparation of any materials required for responding to this RFP.

Submittal Requirements:

RFP responses shall be submitted via physical copies to the Scioto County Board of Commissioners office, at 602 7th Street, Room 310, Portsmouth, Ohio 45662, until 12:00 p.m., ET, on February 27, 2024. Only those proposals received prior to or on the submission date and time will be formally considered.

Interested internet service providers (providers) must submit RFPs in accordance with the requirements of the full RFP. All providers that submit RFPs shall submit one (1) original and three (3) copies of their RFP in a sealed envelope that is clearly marked: **RFP FOR Broadband Expansion Services**. The outside of the sealed envelope shall also include the name and address of the provider. If a RFP is submitted by mail, the sealed envelope containing the RFP must be enclosed in an outer envelope addressed to the Board and designated as a RFP for the project.

Questions relating to definitions, interpretations, information, and/or requests for clarification must be made in writing on or before February 27, 2024 at 12:00 p.m., ET, and directed via e-mail to: Amanda Howard, Clerk, amanda.howard@sciotocounty.net. No questions will be accepted after the deadline for questions has passed.

Selection Procedures:

Proposals will be received, reviewed, and scored accordingly by the Board of County Commissioners, and any selected applicant shall proceed with contract negotiations with the County. The County reserves the right to reject any and all submissions, to waive any and all defects, and to enter into contracts or subrecipient agreements with the responding provider. Funding for broadband projects will be through the County's allocation of Coronavirus Local Fiscal Recovery Funds established under the American Rescue Plan Act (ARPA) and all funded projects shall meet the eligibility requirements of the Final Rule as published by the U.S. Department of Treasury.

I. PROJECT OVERVIEW

Scioto County seeks a qualified and willing public or private partner to (1) assess the current availability of broadband internet services, design a plan for the construction of an expanded network to address the deficient areas within the County, and (3) partner with the County to construct the required middle mile and last mile infrastructure. The purpose of this RFP is to receive proposals from interested providers who have the technical expertise, resources, and capacity to deploy, expand, operate and maintain a broadband internet network ensuring that currently underserved and underserved premises and businesses in Scioto County are being served by high-speed broadband and to provide access to retail service operations that will support increased and dedicated broadband connectivity. The successful applicant will be expected to deploy and expand a network that meets the eligibility requirements set forth in the Final Rule of the Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act.

Project goals include:

1. Assess current access to broadband with available speeds and identify current/ongoing gaps in service for unserved and underserved areas of the County.
2. Develop a proposed system design that:
 - a. Remediate unserved and underserved areas of the County with a minimum speed of 100 Mbps download and 20 Mbps upload.
 - b. Identify the infrastructure needed to support the delivery of leading-edge broadband services consistent with the proposed design.
 - c. Support the operational needs of individuals and businesses through a platform of high-speed internet services.
 - d. Establish the conditions to provide service to households to either participate in the Federal Communications Commission's (FCC) Affordable Connectivity Program (ACP) or otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP.
 - e. Use all available technology options to deliver a sustainable infrastructure that is as robust and flexible as is practical.
 - f. Provide flexibility such that the system design may be implemented as a whole or in phases.
 - g. Provide for long-term service delivery to end users with a high-quality product and superior customer service.
 - h. Implement as expediently and professionally as possible without compromising the integrity of the project.
 - i. Full transparency.
 - j. Sustainable on a long-term basis.

Proposals will be evaluated for evidence of the respondent's ability to meet the stated project goals, including the aggressive timeline, and to implement a designed system pursuant to the scoring criteria listed in this RFP and a formal presentation if requested by the County.

The County is offering direct capital funding of up to \$750,000.00 in American Rescue Plan funding to qualified and committed private sector partners to support deployment and expansion.

II. SCOPE OF SERVICES

The County expects the partner to provide a full "turnkey" solution for the delivery of products and services that include: Assessment of current conditions, design, engineering, procurement, permitting, construction, operation, maintenance and repair, and regulatory compliant network. The designed network should also be adaptable for future growth and technology. Any system design must meet the requirements set forth in the Final Rule of the Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act, or strive to exceed this minimum standard.

The proposed solution must include coordination with cities, townships, and villages in Scioto County to identify existing and proposed publicly owned infrastructure for potential network routes and interconnection points to best achieve the goal of providing all Scioto County residents access to a reliable broadband network.

III. ELIGIBILITY REQUIREMENTS

This RFP does not dictate which technologies or solutions the Applicant should select or build, but rather leaves it to the Applicant to propose technologies that are suitable for deployment and able to reach the target areas while also achieving the following eligibility requirements:

- A network which serves locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection).
- A network which reliably meets or exceeds symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, the network may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.
- The ISP must either participate in the FCC's Affordable Connectivity Program (ACP) or provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP.

- Services provided by the proposal must include at least one low-cost option without data usage caps and that are at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning.
- Mandatory reporting of speed, pricing, and any data allowance information.
- Project must achieve last-mile connections.
- System designed to 99.9% uptime.
- All products proposed MAY NOT contain monthly data caps or bandwidth/speed reduction due to metered usage.
- All eligibility requirements as set forth in the Final Rule of the Local Fiscal Recovery Fund established under the American Rescue Plan Act of 2021.
- In general, use of County contributed funds shall not be applied to areas already targeted by state or federally funded broadband projects or commitments.

Network Construction Standards:

The selected Applicant will fully engineer and permit the project to commencement of construction as a function of the negotiated contract.

Deployment of all fiber and fiber-related infrastructure must comply with all National Electrical Contractors Association (NECA) codes and laws at the local, state, federal, and private land levels as they pertain to communication installations.

Should wireless technology be selected for deployment, all towers, antennas, and other components utilized to deliver wireless broadband must comply with all FCC regulations regarding tower construction, spectrum registration, and applicable state/County authority over zoning and land use regulations.

The selected Applicant will be expected to have all routes and tower sites surveyed by a licensed surveyor as well as provide the County with GIS/CAD mapping showing the locations of all facilities deployed and service areas of engineered coverage design.

Other construction requirements that are the responsibility of the Applicant include:

- Work with all appropriate agencies to obtain all required right of way approvals.
- Obtain all required permits and private easement approvals.
- Coordinate project deployment with all utilities.

- Coordinate and resolve third party or private claims.
- Repair any and all damages to private property.
- At all times, furnish or perform any services in a safe, proper, and workmanlike, manner.

The Applicant will be required to demonstrate network performance to specified test standards. These standards will need to be met for services offered and infrastructure built or contracted. Speeds will be tested and proven as negotiated in the contract.

IV. General RFP Information

Available funding for project is up to \$750,000.

Funding will be released upon completion and acceptance of agreed upon project milestones as stipulated in the negotiated contract.

Any awards and/or contracts resulting from this RFP will be subject to availability of funds, which may require appropriations or other governmental proceedings to make available.

The County does not intend to enter the broadband business as a competitive service provider or own/operate the network infrastructure assets it financially supports through this RFP process.

This RFP does not constitute a contract for services performed or to be performed.

The County is not required to accept the lowest cost proposal. Rather, the County will negotiate a contract with the offeror who submits the proposal that the County determines is the most advantageous to the County based on highest ranking of the published factors and criteria.

The County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that the County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

The County reserves the right to reject, in whole or in part, any proposal that the County has determined, using the factors and criteria, would not be in the County's best interest.

The County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.

The County may make such investigation as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to the County all such information by the date specified by the County.

The submission of an RFP response will constitute representation by the Applicant that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. The County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If the County terminates negotiations with an offeror, the County shall negotiate with the offeror whose proposal is ranked the next most advantageous to the County according to the factors and criteria published in this RFP.

The information contained in proposals submitted for consideration by the County may be defined as a public record and may at some point in time be disclosed to the public. In order to ensure fair and impartial evaluation proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the contract.

The Applicant will be expected to execute a contract within 45 days of notification they have been selected by the County as an awarded candidate. The County reserves the right to select other candidates if a contract is not executed within the 45-day timeline. There is no guarantee a contract will successfully be awarded related to a winning Applicant's response.

The County may require the successful Applicant to post a letter of credit, performance bond, or other surety to support its performance obligations as part of the negotiated contract. Successful Applicant will be required to execute an Affidavit of Mandatory Contract Terms and Certifications. Successful Applicant will be required to execute Mandated Affirmations required by the guidance to the American Rescue Plan Act.

V. Service Areas

The County seeks to close the broadband availability/reliability gap throughout its limits. Of highest priority are residents and businesses without access to wireline internet providing speeds which exceed 1/00/20 Mbps.

The County acknowledges that specific geographic regions of the county are unserved or underserved. Similarly, the County acknowledges that specific geographic regions of the county do not have reliable access to wireline internet providing symmetrical speeds which meet or exceed 100 Mbps. As the Final Rule requires, all funded projects shall be

designed to meet or exceed symmetrical speeds of 100 Mbps and it is a priority of the County to provide this level of service.

The County acknowledges that the successful Applicant may need to install assets originating from outside of the County. Applicant shall only count premises within the County's boundaries when estimating the total number of premises served.

VI. RFP Submission

The Scioto County Commissioners will receive sealed, hardcopy proposals until 12:00 p.m., ET, on February 27, 2024. Only those proposals received prior to or on the submission date and time will be formally considered.

Questions relating to definitions, interpretations, information, and/or requests for clarification must be made in writing on or before February 27, 2024, at 12:00 p.m. (ET). No questions will be accepted after the deadline for questions has passed. All questions shall be directed via email to:

Amanda Howard, Clerk
Scioto County Commissioners
Amanda.howard@sciotocounty.net

All providers that submit RFPs shall submit one (1) original and three (3) copies of their RFP in a sealed envelope that is clearly marked: **RFP FOR Broadband Expansion Services**. The outside of the sealed envelope shall also include the name and address of the provider. If a RFP is submitted by mail, the sealed envelope containing the RFP must be enclosed in an outer envelope addressed to the Board and designated as a RFP for the project. All proposals must include the following components to be judged responsive to this RFP:

Section 1: Provide the full legal name of the Applicant. The final proposal shall include the signature of an owner, corporate officer, or agent authorized by the Applicant. Provide the name and contact information for a designated contact person. Provide a brief history of the company and its work in the broadband industry as an internet service provider.

Section 2: Provide an overview of the Applicant's organization, services, partners, resources, and capabilities that provide details on the Applicant's knowledge, experience, and operations within the broadband telecommunications industry and, if applicable, infrastructure development in the region as well as key expertise that qualifies to be considered for this RFP.

Section 3: Provide a project organizational chart of the business showing how the initiative will be organized and demonstrating the ability of the business to provide the capital financing required to implement the proposed system design, which should include specific funding contributions and resources required from the County to make the project financially viable.

Section 4: Provide a detailed technical approach and work plan for the project and describe proposed project locations. Clearly state how many premises will be covered and at what levels of service.

Section 5: Provide a list of product tiers to be provided as part of the project. For each product being proposed, please provide the following information: downstream speed, upstream speed, monthly recurring cost, including estimated taxes and fees, installation costs, including estimated taxes and fees, narrative of installation requirements and process, and the service level agreement and performance metrics for each. Also, provide a narrative of your intended presence in the County in support of the internet infrastructure established as a result of this RFP, including sales, administrative, customer service personnel, and any other information you deem relevant.

Section 5: Provide a detailed breakdown of the total project cost, including the county's contribution and the Applicant's contribution. Provide a separate cost proposal for each alternative proposal, if any. Ongoing fees such as licenses, O&M costs, and lease/rent expenses should not be included.

Section 6: Provide a proposed schedule for design, permitting, construction, and initiation of broadband services to the unserved and underserved areas of the County, including key milestones and phasing plans. Please confirm that this project will be deployed in a continuous fashion commencing immediately upon contract execution. The County desires that all projects be completed prior to December 31, 2024, preferably sooner.

Section 7: Provide a minimum of three (3) industry/governmental references that demonstrate the Applicant's ability to successfully assess, plan, implement, and deploy broadband network products and services using innovative public and/or private environments.

Section 8: Provide any additional information, documentation, and/or materials illustrating the qualifications and ability of the Applicant to meet the goals, objective, and requirements outlined in this RFP.

VII. Scoring Criteria

The Board of County Commissioners will evaluate the proposal, using the scoring criteria listed below as a guide, to determine if the proposal is in the best interest of Scioto County. Absence of required information or nonconforming proposals may result in rejection. The Scioto County Board of Commissioners may, at their discretion, require additional steps before an award is made.

CRITERIA	POINTS	SCORE
PROJECT COSTS AND COUNTY CONTRIBUTION	(30)	
Overall County contribution- priority given To projects that provide highest value per County dollar contributed	_____	_____
PROPOSED SOLUTION	(40)	
Number of premises served	_____	
Overall deployment timing-priority given To projects that can be done the quickest	_____	
Product Offerings – priority given to variety Of product tiers, competitiveness of pricing, And maximum available speeds	_____	
All fiber network, with last-mile connections	_____	
Overall coverage, topology, and resiliency elements	_____	_____
APPLICANT BACKGROUND, QUALIFICATIONS, AND CAPABILITIES	(20)	
Relevant projects	_____	
Knowledge, team and technical competence	_____	
Proposed local presence/customer support	_____	_____
COMPLETENESS OF RFP	(10)	
	_____	_____
TOTAL SCORE	(100)	

Affidavit of Mandatory Contract Terms and Certifications

_____, Affiant, being first duly sworn/affirmed according to law,
(Printed Name of Affiant)

hereby states, under penalty perjury, the following:

- **Place an "X" next to the statement that applies:**
 - (a) _____ I operate as an individual/sole proprietorship ("Contractor") **OR**
 - (b) _____ I am a duly authorized signatory and representative of the following Entity (Corp/LLC/Partnership/etc: _____ ("Contractor").
- I have thoroughly read this entire affidavit, including the contract terms and certifications below.
- This affidavit shall be attached to and made a part of any contract between Contractor and the Board of County Commissioners of Scioto County, Ohio ("Board").
- To the extent applicable, all statements, certifications, representations, etc., made by the Contractor in this affidavit, including in the contract terms and certifications below, are true and complete.
- To the extent applicable, Contractor is fully compliant with and shall adhere to the contract terms and certifications below for the duration of any contract awarded to Contractor by the Board.
- To the extent applicable, Contractor shall incorporate the contract terms and certifications below into any and all subcontracts, regardless of tier.

1. PURPOSE. All parties hereto acknowledge full understanding that the services/products contemplated to be provided under this Agreement is/are expected to be paid in full by funds Scioto County, Ohio received as part of an award pursuant to the "American Rescue Plan Act of 2021" (ARP), H.R. 1319, Public Law 117-2. As a result, not only do standard Ohio State procurement-related laws apply to this Agreement and the project connected to it, but certain federally-mandated terms must be included within a contract funded by ARP dollars. See, generally, *Uniform Guidance, Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, at an appendix to that regulation which appendix is noted in said regulation as "Appendix 11-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." ("Uniform Guidance".)*

All parties hereto agree to work together to assure full compliance with all state and federal laws, rules and regulations.

2. TERMS AND CONDITIONS HEREIN PREVAIL. Both parties understand that in the give and take that comes with negotiations and the occasional desire to speed a process up by adding exhibits to an agreement as a way of incorporating terms in those documents that do not directly appear in the agreement itself, occasionally inconsistencies between documents may arise. The parties agree that in the event that any terms or conditions stated in this Agreement is/are inconsistent with any term, condition, or provision noted in any

attachment hereto, any response to a Request for Proposal, or a response to a solicitation for bids or any other document or record, the terms or conditions stated in this Agreement ~~is~~ prevail.

3. LEGALLY PROHIBITED TERMS EXCISED. Both parties further understand that occasionally contractual terms appropriate for private contracts appear in "form" contracts proposed to be signed by governmental entities that are terms specifically prohibited by law for governments to agree to. The most typical type of such term or condition is one that has an unquantified, open-ended, financial commitment. These include "indemnification clauses", "hold harmless provisions", and various remedial or penalty fees provisions such as obligations to pay unspecified court costs or attorney's fees. The parties acknowledge that such terms are unlawful as a matter of state governmental contracting law is it is impossible to obtain a valid certificate of available fund in accordance with R.C. 5705.41(D)(1)). See, *1999 Op. Atty Gen. No. 99-049*. Accordingly, in order to more quickly address any occasion when such term(s) may appear in documents proposed to become part of this Agreement without having to redraft documents, the Parties hereby agree that any term or condition that purports to add an unquantified, open-ended, financial commitment on behalf of Scioto County over and above the face value of this Agreement is hereby excised, removed and of no effect whatsoever.

4. FEDERAL AWARD MANDATED TERMS. As an Agreement funded by federal ARP award dollars, the Uniform Guidance requires most all contracts to contain certain provisions. In compliance with that mandate, the following terms are mandatory. In addition to being a part of this Agreement, Scioto County may require separate affirmation documents consistent with these terms as part of this Agreement if not already provided as part to the initial procurement/bid steps:

A. EQUAL EMPLOYMENT OPPORTUNITY

The hiring of employees for the performance of work under this contract shall be done in accordance with Ohio Revised Code §153.59 and §153.591, the Governor's Executive Order of January 27, 1972, including Appendices "A" and "B" and the Governor's amended Executive Order 84-9 of November 30, 1984. Contractor shall not discriminate against or intimidate any person hired for the performance of the work by reason of race, color, religion, national origin, ancestry, sex or handicap. For any violation, Contractor shall suffer such penalties as provided for in Ohio Revised Code §153.60 and/or the Governor's Executive Order of January 27, 1972. Contractor also agrees that, upon the award of this contract, Contractor shall incorporate this certification in all subcontracts related to this contract, regardless of tier.

B. NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS

Contractor, as a term of the contract, shall comply with the Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Executive Orders of the Governor of the State of Ohio, and any and all other statutes, rules and regulations pertaining to non-discrimination. Contractor shall comply with all provisions, requirements, etc. of Ohio Revised Code

§125.111.

C. UNRESOLVED FINDING FOR RECOVERY

Contractor certifies that Contractor is not subject to a finding for recovery by the Auditor of the State of Ohio, as described in Ohio Revised Code §9.24, or that Contractor has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. Contractor agrees that if this certification is deemed to be false, the contract shall be void ab initio as between Contractor and the Board, and any funds paid by the Board hereunder shall be immediately repaid to the Board, or an action for recovery may be immediately commenced by the Board for recovery of said funds.

D. PERSONAL PROPERTY TAX

In accordance with Ohio Revised Code §5719.042, Contractor certifies that Contractor was not charged at the time the proposal was submitted with any delinquent personal property taxes on the general tax list of personal property in Scioto County, Ohio, or that attached is a statement of all delinquent taxes charged against Contractor that complies with §5719.04.

E. WORKERS' COMPENSATION

Contractor shall comply with all laws pertaining to the type of service requested, including all laws regarding Workers' Compensation. The Board is hereby released from any and all liability for any injury received by the Contractor and/or received by Contractor's employees, agents, subcontractors, etc., while performing tasks, duties, work, or responsibilities as set forth in this contract. Contractor agrees that such Workers' Compensation coverage shall be continued, without lapse, until the expiration or termination of this contract. Failure to maintain valid Workers' Compensation coverage shall be considered a breach of contract and may result in the Board taking various corrective actions, including removing Contractor or any subcontractor from the Scioto County lists of qualified Contractors, withholding payment(s), and terminating the contract.

F. DRUG-FREE WORKPLACE

Contractor certifies, to the best of Contractor's ability, that Contractor's employees will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on Wayne County property. Failure to comply will result in immediate termination of any contract awarded.

G. OSHA COMPLIANCE

Contractor agrees to follow all applicable Occupational Safety and Health Administration regulations, rules, standards, etc.

H. OHIO ETHICS LAW

Contractor certifies that Contractor has reviewed and understands the Ohio ethics and conflict of interest laws, including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421, and 2941.43, and §§ 3517.13 (I) and (J), and will

take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time.

I. POLITICAL CONTRIBUTIONS

Contractor hereby certifies that all applicable parties listed in Division (I) or (J) of Ohio Revised Code §3517.13 are in full compliance with said divisions. Contractor understands that knowingly making false statements with regard to the aforementioned certification is, in itself, grounds for the rescission of the contract and may result in the loss of future contracts.

J. NON-COLLUSION

In accordance with Title 23 United States Code, §112, Ohio Revised Code Chapter 1331 et.seq., and §2921.11 and §2921.13 of the Ohio Revised Code, Contractor hereby states, under penalty of perjury and under other such penalties as the law provides, that Contractor, Contractor's agents, and Contractor's employees have not entered, either directly or indirectly, into any agreement(s), participated in any collusion, or otherwise taken any action(s) in restraint of free competitive bidding in connection with this contract or any related bid, proposal, statement, etc.

K. SUSPENSION AND DEBARMENT

Contractor certifies that upon entering into a contract with the Board, Contractor is not on the federal Excluded Parties List System (www.sam.gov). Contractor certifies that Contractor and any subcontractors covered by this contract are not suspended or debarred from doing business with governmental entities (reference OMB 2 CFR §180), have not been convicted within the preceding three years of any of the offenses listed in OMB §180.800, and have not had one or more public transactions terminated within the preceding three years for cause or default. Contractor is responsible for verifying that all subcontractors are not on the federal Excluded Parties List.

L. THE EXPENDITURE OF PUBLIC FUNDS FOR OFFSHORE SERVICES

The Governor's Executive Order 2019-12D bans the expenditure of public funds for offshore services. Contractor and all subcontractors agree to comply with said executive order.

M. STEEL AND IRON PRODUCTS MADE IN THE UNITED STATES

Whenever used, Contractor hereby agrees to furnish steel and iron products that are made in the United States, in accordance with all applicable laws, regulations, rules, etc., including, but not limited to, 23 CFR 635.410 of the Code of Federal Regulations and Ohio Revised Code §§ 153.011 and 5525.21. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

N. PREVAILING WAGE REQUIREMENTS

Contractor acknowledges that any qualifying labor performed by the agents, employees, etc., of Contractor and/or any subcontractor shall be subject to any and all applicable

prevailing wage requirements established by law.

O. CONTRACTOR EMPLOYEE AND INDEPENDENT CONTRACTOR CLASSIFICATION

Any individuals employed by Contractor who provide personal services to the Board are not public employees for any purposes, including the purposes of Chapter 145 of the Ohio Revised Code. If Contractor is an individual, sole proprietorship, sole practitioner, etc., and provides personal services to the Board, Contractor shall be classified as an independent contractor, or another classification other than public employee, and no contributions will be made to the public employees retirement system for the services. Not later than thirty days after the services begin, Contractor shall acknowledge, in writing on a form that complies with applicable law, that Contractor has been informed that the Board does not consider Contractor a public employee and no contributions will be made to the public employees retirement system for the services. The Board reserves the right to require one or more employees of Contractor to complete a written acknowledgement similar to the one outlined above.

P. COMPLIANCE WITH FEDERAL PROCURMENT LAW

In addition to the terms and conditions set forth above, if a federal grant is used to help fund the project, the Contractor shall comply with the federal requirements set forth in 2 CFR 200 as applicable including but not limited to the following:

1. Administrative, Contractual and Legal Remedies

a. *Dispute Resolution.*

- i. Disputes include disagreements, matters in question, and differences of opinion between the Contractor and the Board that may include a request for additional money and/or time. The Contractor shall submit a written statement detailing its position on a dispute to the Board within ten (10) days of the Contractor and/or the Contractor's officials, employees, agents, subcontractors, etc., becoming aware of the circumstances giving rise to a dispute. The Board will review the Contractor's statement and make a written decision within thirty (30) days of receiving said statement from the Contractor. The Contractor may submit a written rebuttal of the Board's recommendation within ten (10) days of receiving a copy of said recommendation. After considering all of the above, as well as any other relevant factors, the Board shall make a decision regarding the dispute within sixty (60) days. All decisions of the Board shall be final, unless the Contractor initiates appropriate legal action, in accordance with the terms, covenants, conditions, etc., contained in the Contract.
- ii. The Contractor's legal rights and remedies related to any and all disputes are limited in that the Contractor must complete the above dispute resolution process prior to initiating any legal action or exercising any other legal rights or remedies available to the Contractor by law, statute, ordinance, resolution, rule, regulation, etc.,

or otherwise.

- iii. The Board's legal rights and remedies are in no way limited by the above dispute resolution process. The Board is free, at any time and in its sole discretion, to initiate any legal action or exercise any other legal rights or remedies available to the Board by law, statutes, ordinance, resolution, rule, regulation, etc., or otherwise.
- b. *Assignments.* The Contractor shall not assign the whole or any part of the Contract or any moneys due or to become due hereunder without written consent of the Board. In case the Contractor assigns all or any part of any moneys due or to become due under the Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in the Contract.

2. Provision for Legal Remedies in the Event of Breach

- a. In the event either Party is of the opinion that the other Party is in default of its obligations under this Agreement, the initial Party shall notify the other Party of the nature and specifics of the default and the time in which the default should be corrected. The Parties will work together to address the situation in an amicable fashion to the extent possible. In the event that the default is of such gravity that a Party is contemplating legal action, that Party will notify the other Party, in writing, that it is contemplating formal legal action and the step(s) the other Party must take for the Party to forego taking legal action.
- b. The Parties agree that the State courts of Scioto County Ohio are the sole venue by which legal action can be initiated, or continued, to address any alleged default or breach by either Party to this Agreement. Each party waives any right hereby to file any action in, or to remove any action to, any other court, state or federal.
- c. In the event of any action, the terms of Ohio law will apply, except as it may apply to federal law specifically applicable to ARP awards.

3. Termination for Cause and Convenience

- a. The Board may terminate this contract in whole or in part, for the Board's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Board shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Board's Administrator all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. The Board has a royalty-free,

nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Board, the Board's Administrator shall make an equitable adjustment in the contract price, as approved by the Board by resolution, but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Board may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Board. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Board.

- b. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Board may terminate this contract for cause. The Board shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the cause. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in an awarded contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Board.
- c. *Convenience.* The Board, by written notice, may terminate this contract, in whole or in part, when it is in the Board's interest. If this contract is terminated, the Board shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

4. Equal Employment Opportunity

- a. Under an awarded Contractor agrees as follows:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all

- qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - iv. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vii. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Affidavit or with any of the said rules, regulations, or orders, an awarded contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - viii. The Contractor will include the phrase "During the performance of this contract, the contractor agrees as follows:" and the provisions of paragraphs 16(b)(i)(1-8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

5. Compliance with the Davis-Bacon Act

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing

wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

6. Compliance with the Copeland “Anti-Kickback” Act

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

7. Compliance with the Contract Work Hours and Safety Standards Act

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Page 23 of 46 Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, attached as Appendix A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Rights to Inventions Made Under a Contract or Agreement

If Contractor is a small business firm or nonprofit organization with whom the Board has awarded a contract, and the terms of the awarded contract permit the substitution of parties, assignment or performance of experimental, developmental, or research work where federal funds are being applied, Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The standard clause of 37 CFR Part 401.14 is fully incorporated herein as may be required by Part 401.03.

10. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. for all applicable contracts in excess of \$150,000. The Contractor agrees to report each violation to the Board and understands and agrees that the Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

11. Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. for all applicable contracts in excess of \$150,000. The Contractor agrees to report each violation to the Board and understands and agrees that the Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000.

12. Suspension and Debarment

In addition to Section 11 of this Affidavit, Contractor understands an awarded contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the Board. If it is later determined that the

Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Board, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Recovered Materials

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

14. Domestic Preferences for Procurement

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section: (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

State of Ohio :
County of Scioto :

Name

Company Tax I.D. Number

Authorized Signature

Print Name & Title

Sworn to before me and subscribed in my presence this _____ day of _____, 2023

Notary Public Signature

Date Commission Expires

MANDATED AFFIRMATIONS

AFFIRMATION# 1: FIRM/CONTRACTOR/VENDOR AFFIDAVIT FORM

NON-DELINQUENCY OF PERSONAL PROPERTY TAXES:

The undersigned, being duly sworn, if a contract is awarded you, states that we (the Vendor) are not charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent property taxes on any such tax list. Nor do I have any debt owed to the State of Ohio.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

That we do not and shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. If awarded the bid and/or contract under this proposal, said party shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit. Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in contract provisions with the owner if selected as the successful bidder by the Owner.

NON-COLLUSION:

That the bid being submitted is genuine and not collusive or sham; that we/I have not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; have not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure advantages against Scioto County, Ohio, or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true, and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential information or date

relative thereto to any other potential bidder. Further, Affiant affirms that no County employee has any financial interest in this company or the bid being submitted.

That we do hereby affirm the above statements to be true and in consideration of the award of the aforementioned contract, the above statements are incorporated in said contract as a covenant of the undersigned.

**AFFIRMATION # 2: ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS
REQUIREMENTS ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS
ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient/contractor named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. S 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall

initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. SS 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made apart of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance

obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the noncompliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

AFFIRMATION # 3: CERTIFICATION REGARDING LOBBYING

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(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 all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

AFFIRMATION# 4: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this contract or proposal, the prospective lower tier participant is providing the certification 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 lower tier participant 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 lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had 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 meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The term "principals" includes, but is not limited to, officers, directors, owners, partners, and principal investigators. You may contact the person to which this proposal or contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by signing and submitting this contract or 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 lower tier participant further agrees by submitting this proposal that it will include this clause titled " Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 Federal Procurement and 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 Debarment, Suspension, Ineligibility and Voluntary Exclusion For Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by signing and/or submission of this proposal or contract, that neither it nor its principals is 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 lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AFFIRMATION# 5: CERTIFICATION REGARDING CERTAIN TELECOMMUNICATIONS VIDEO SURVEILLANCE SERVICE/EQUIPMENT PROHIBITIONS. ("HUAWEI BAN".)

The Contractor and any subcontractors affirms that they have not and will not obligate or loan or expend funds received through this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems, or that they will provide or are providing products that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) including:

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

GLOBAL AFFIRMATION:

I, the undersigned, on behalf of myself and the Company I represent as noted below, affirm that I have read the entirety of this seven (7) page document and the text of the five (5) separate affirmation sections contained within them. I further hereby affirm that I will abide by those provisions noted above that are a required part of my Company being awarded the contract at issue, and that none of the circumstances noted above that would prevent me from legally being awarded this contract exist.

Name

Company Tax I.D. Number

Authorized Signature

Print Name & Title

Sworn to before me and subscribed in my presence this _____ day of _____, 2024

Notary Public Signature

Date Commission Expires

APPENDIX A

44 C.F.R. PART 18
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
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 all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

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

Signature of Contractor's Authorized Official

Printed Name and Title of Signatory

Date