Connecting New Hampshire Emergency Broadband Expansion Program

Request for Proposals

RFP # NH-BROADBAND-2020-01

June 18, 2020
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SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 Purpose
Governor Sununu has authorized the allocation and expenditure of $50 million from the CARES Act Coronavirus Relief Fund (“CARES Act funds”) to address the increased need for internet connectivity due to the COVID-19 pandemic. The Connecting New Hampshire – Emergency Broadband Expansion Program will benefit students, families, and businesses as the need for distance learning, telework, telehealth, and other remote services continues due to the COVID-19 pandemic.

The New Hampshire Office of Strategic Initiatives (OSI or Agency) in collaboration with the Public Utilities Commission (PUC) and the Department of Education (DOE) is seeking proposals from qualified Applicants to provide high speed internet connectivity (25 Mbps download and 3 Mbps upload (25/3)) to as many unserved New Hampshire properties as possible at the least cost to the State.

1.2 Designated Contact Person
Lisa Cota-Robles, Deputy Director
Office of Strategic Initiatives
Lisa.Cota-Robles@osi.nh.gov
Email is the preferred contact method.

From the date of release of this RFP until an award is made and announced regarding the selection of Applicants, all communication with personnel employed by or under contract with the Agencies identified above regarding this RFP is forbidden unless first approved by the RFP Point of Contact listed above. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any Applicant during the selection process, unless otherwise authorized by the RFP Point of Contact. Applicants may be disqualified for violating this restriction on communications.

From the time this RFP is published until all Grants are awarded, no Applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under
this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state’s internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

1.3 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Deadline</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>6/18/20</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Question Period Closes</td>
<td>6/22/20</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Responses to Questions Posted</td>
<td>6/25/20</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Proposal Due Date and Time</td>
<td>7/2/2020</td>
<td>4:00 PM</td>
</tr>
<tr>
<td>Anticipated Contract Start Date</td>
<td>Mid-July 2020</td>
<td></td>
</tr>
</tbody>
</table>

The Schedule of Events may be adjusted by the State. Any changes to the Schedule will be posted on the OSI website.

The Agency reserves the right to amend this RFP at its discretion prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

1.4 Questions

Questions regarding this Request for Proposals (RFP) must be submitted by email to the Designated Contact Person in Section 1.2 prior to the close of the question period specified in Section 1.3. All questions and responses will be posted on the OSI website by the deadline indicated above.

1.5 Proposal Submittal

Applicants shall submit an electronic copy of the proposal, including a signed application cover letter, to the Designated Contact Person via email by the date and time specified in Section 1.3. The Applicant’s signature on a Proposal submitted in response to this RFP guarantees that the costs, terms and conditions, and Project have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Applications.

Applicants should consider file size when submitting an electronic proposal and strive to keep attachments in a single email below 15 megabytes. Multiple emails may be necessary to transmit a single proposal. To guard against applications potentially being overlooked due to
being quarantined by the agency’s spam protection software, it is strongly recommended that an email with no attachments be sent to the contact person initially stating that email(s) containing a proposal are to follow.

The original signed hard copy of an Applicant’s proposals must be submitted to the Designated Contact Person at the mailing address in Section 1.2 and be postmarked by the date and time specified in Section 1.3.

If a proposal contains any confidential business information, Applicants must follow the procedures in Section 1.6 below and must submit the specified redacted copy both in hard copy and electronically.

Should there be any discrepancies between the electronic copy and the hard copy, the electronic copy will govern.

Proposals received after the deadline will not be considered. No changes or additions to a proposal will be accepted after the specified due date and time. If necessary, Applicants may be contacted for clarification of information submitted. Proposals must be valid for one hundred and eighty (90) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Grant Agreement, whichever is later.

1.6 Public Disclosure of Bid or Proposal Submissions
Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this RFP invitation from the time this RFP is published until the closing date for responses.

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the “Right-to-Know” Law), the State shall, after final negotiations with the selected vendors are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a proposal that an Applicant considers confidential shall be clearly designated in the following manner:

If an Applicant believes any information submitted in response to this request for proposal should be kept confidential, the Applicant shall provide a separate copy of the full proposal with that information redacted and must mark/stamp each page of the materials that the
Applicant claims must be exempt from disclosure as “CONFIDENTIAL.” Applicant must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing rationale for each designation. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Applicant waives any claim of confidentiality as to any portion of a response to this RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire proposal, attachment or full sections thereof confidential without taking into consideration the public’s right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, Applicants acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the Applicant of the date it plans to release the materials. The State is not obligated to comply with a bidder’s designation regarding confidentiality. The State shall have no obligation to advise an Applicant that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State’s web sites.

By submitting one or more proposals, the Applicant agrees that unless it initiates court proceedings to obtain a court order, valid and enforceable in the State of New Hampshire,
enjoining the release of the requested information, at its sole expense, and provides documentation to the State that it has done so prior to the date specified in the notice described in the paragraph above, the State may release the information on the date specified in the notice without any liability to the Applicant.

All material received in response to this RFP shall become the property of the State and will not be returned to the Applicant. Upon Grant award, the State reserves the right to use any information presented in any Grant Application.

1.7 Cost of Proposal Preparation
Preparation costs of any proposal in response to this RFP are the sole responsibility of the Applicant.

1.8 Anticipated Grant Agreement Term
The anticipated Grant Agreement term is from the effective date of the Grant Agreement through December 30, 2021, except that the performance bond must also cover the three month period following completion of construction and acceptance by the State.

1.9 Grant Award
Selected Applicants will be notified in writing, which may include email. The State reserves the right to negotiate the final terms and conditions of the Grant Agreement with selected Applicants whose proposals are selected, and to reject any selected Applicants with whom the State cannot agree to terms and conditions meeting the State’s needs.

1.10 Grant Agreement Process
Selected Applicants must enter into a contractual agreement with OSI. Such Grant Agreement is not valid until approved by the Governor. Selected Applicants must be in receipt of a Notice to Proceed before any work may begin. Any project costs incurred prior to receipt of a Notice to Proceed are ineligible expenses under this solicitation. All proposals shall remain confidential until the effective date of the contract pursuant to RSA 21-G:37, VII.

SECTION 2 – GRANT DETAILS
During the COVID-19 pandemic, New Hampshire has received national recognition for its swift and successful transition to remote services. Nevertheless, areas with limited internet connectivity have experienced challenges with this transition. The Connecting New Hampshire – Emergency Broadband Expansion Program will address these challenges for students participating in remote learning, as well as other Granite Staters utilizing the internet to access telehealth services, including vital mental health services. The program will also provide Granite State families with expanded access to vital public health information as well as additional opportunities to connect with other family members that are otherwise cut off due to the COVID-19 pandemic. Because CARES Act federal funds are being used, the Grant Agreements
issued will be sub-awards and OSI will be required to ensure compliance with the applicable requirements of 2 CFR 200 by all awardees.

The Governor’s Office of Emergency Relief and Recovery (GOFERR) will provide the allocated $50 million in CARES Act funds to the Office of Strategic Initiatives (OSI) as they work collaboratively with the Department of Education (DOE) and the Public Utilities Commission (PUC).

The program goal is to provide broadband connectivity to as many New Hampshire properties currently experiencing no or limited internet connectivity as possible at the least cost to the State. The program requires reliable service delivered at a minimum of 25 Mbps download and 3 Mbps upload (25/3 Mbps). To accomplish this priority, the project will:

1. Be technology-neutral
2. Work in a public/private partnership collaboration with existing providers and municipalities
3. The technology can be wired or wireless (including broadcast)

Projects must be completed as soon as possible, but no later than December 15, 2020.

Projects that have already commenced the construction/build process are not eligible for this program. Planned and permitted projects that have not commenced construction are be eligible. Projects related to existing rural broadband expansion commitments or other existing contractual commitments are also excluded from consideration.

Grant Payments will be made as follows:

- 10% of Grant funds will be provided at start of construction;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Projects will require a performance bond for the duration of the Grant Agreement and for 3 months following acceptance of the Project by the State (“Acceptance”).

To meaningfully affect the State of New Hampshire’s response to COVID-19 and to comply with CARES Act requirements, all expenditures under this program will end by December 30, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Applicant’s sole expense.

The ongoing operation and maintenance of the Projects will be the sole responsibility of the Applicant.
SECTION 3 – PROJECT SCOPE (“Project”)

Selected Applicants will be required to provide connectivity to New Hampshire properties currently without access to broadband internet service (“Unserved Properties”) as provided in the Grant proposal and Grant Agreement. Selected Applicants must provide reliable service delivered at a minimum of 25 Mbps download and 3 Mbps upload (25/3 Mbps).

Selected Applicants must provide construction and installation of all necessary broadband infrastructure and equipment for the Projects. Operation and maintenance of the system is the sole responsibility of the Selected Applicants.

Selected Applicants are responsible for compliance with all applicable local, state and federal laws, codes and regulations relative to the Projects and shall acquire all necessary permits, approvals and agreements.

3.1 Minimum Requirements

1. Project must provide at least 25/3 Mbps service;
2. Project must provide coverage to Unserved Properties in New Hampshire currently without 25/3 Mbps service;
3. Project must be completed as soon as possible, but no later than December 15, 2020;
4. Applicant(s) must be a NH municipality or qualified New Hampshire broadband provider, or both, and must be able to support the internet service once it is built;
5. The proposed technology must have demonstrable efficacy and broad consumer acceptance in the market;
6. The Proposal must include:
   a. Total Project cost;
   b. Total private/municipal cost;
   c. Total CARES Act grant funds requested (“State Public Cost”);
   d. Total number of Unserved Properties the Project will serve;
   e. Addresses for each of the Unserved Properties the Project will serve;
   f. Cost per Unserved Property for CARES Act grant funds;
   g. Cost per Unserved Property for private/municipal funds; and
   h. Broadband service speed to be provided
7. Applicant must provide written assurance in the form of an affidavit that no portion of the proposed Project has already commenced construction or build out and that no

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1 For purposes of this RFP, a multi-unit property constitutes a single property. Unserved Properties are required to have a current certificate of occupancy. Planned development and construction are not eligible.
2 For purposes of this RFP, a qualified provider is defined as a provider that has all of the necessary licenses, permits and/or approvals to provide broadband in New Hampshire via the technology proposed in the Application (“Qualified Provider”).
portion of the proposed project is related to existing rural broadband expansion commitments or other existing contractual commitments.

SECTION 4 – APPLICATION REQUIREMENTS

Applications must follow the format provided below and shall include the following:

1. A completed Grant Application Cover Sheet as found in Attachment A;
2. Applicant information, including:
   a. The legal name of the Applicant(s);
   b. Applicant’s Mailing address;
   c. Key Contacts: Primary Applicant Contact and Project Manager (name, title, phone number, email address);
   d. Data Universal Number System (DUNS) Number;
   e. A certified financial statement including, if applicable, a Dun and Bradstreet rating (may be included as an attachment);
3. Map and Description of Project Area including County and addresses of all properties that will be covered by the project (may be included as attachment);
4. A brief narrative description of the Project;
5. A detailed itemized description of the Projects, including:
   a. A detailed description of the broadband technology proposed;
   b. A statement establishing the demonstrable efficacy and broad consumer acceptance of the technology;
   c. Total Project cost;
   d. Total private/municipal investment and resulting percent of Total project cost;
   e. Total CARES Act grant funds requested and resulting percent of total Project cost;
   f. Total number of Unserved Properties the Project will serve;
   g. Addresses for each of the Unserved Properties the Project will serve;
   h. Cost per Unserved Property from CARES Act grant funds;
   i. Cost per Unserved Property from private/municipal funds; and
   j. Broadband speed to be provided in Mbps (a minimum 25/3Mbps is required – proposals that do not provide at least 25/3 Mbps are disqualified and will not be scored).
6. Name and contact information for of all entities/municipalities participating in this Project and list the funding commitment by each;
7. A statement confirming that the Project will provide service to Unserved Properties and supporting documentation;
8. List all required approvals necessary for the Project to begin construction, state whether they have been obtained, and, if not, list the projected schedule to obtain them;

9. If a pole attachment agreement is necessary for the Project, identify the pole owner(s) and provide written assurance that the Applicant has a valid pole attachment agreement in place;

10. Provide the proposed Project Schedule which reflects estimated start and completion dates.

11. Payment Information:
   a. State of New Hampshire Vendor Number (or confirm that it will be applied for immediately if the Application is selected for a grant; no payments will be made without a valid State of New Hampshire Vendor Number):
   b. Payment Information Contact: (name, telephone number, email);

12. Applicant Affidavit:
    Applicant must provide written assurance in the form of an affidavit that no portion of the proposed Project has already commenced construction or build out and that no portion of the proposed project is related to existing rural broadband expansion commitments or other existing contractual commitments;

13. Describe how the Project will be owned upon completion;

14. Describe the Project Operation and Maintenance Plan after completion;

15. Description of Qualifications and Experience of the broadband provider(s) that will perform the Project. Please include a statement confirming that the provider is a Qualified Provider and provide supporting documentation; and

16. For Broadband Service Providers, provide a minimum of two references for similar projects.

SECTION 5 – PROPOSAL EVALUATION AND AWARD
Grants will be awarded to Projects that provide the highest return in public benefit for the least State Public Cost (CARES Act funding) incurred and that meet all of the requirements. An Evaluation Committee will score all proposals meeting the minimum requirements based on the Evaluation Criteria identified in this section. OSI reserves the right to decide whether a proposal is or is not acceptable in terms of meeting the requirements of this RFP and to accept or reject any or all proposals received.

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3 By submitting an Application and signing the cover letter, any Applicant that is also an owner of poles necessary for another Application under this Grant agrees to enter into a reasonable and timely voluntary pole attachment agreement(s) related to the Application.
During the evaluation and selection process, the Evaluation Committee may schedule an interview with an Applicant, either by telephone or in person, for the purpose of clarification and verification of information provided in the application. Any such interview may not be used to change or add to the contents of the original application. Applicants will not be reimbursed for time spent answering clarifying questions.

In evaluating proposals, the Evaluation Committee reserves the right to take any of the following steps:

1. Consult with prior customers on the performance of the Applicant;
2. Schedule presentations or interviews with representatives of the Applicant or persons proposed for the project;
3. Conduct a review of past performance using any available sources, including a review of reports, analyses, or other materials that would reflect the Applicant’s performance;
4. Request additional data or supporting material;
5. Make independent investigations in evaluating Proposals;
6. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
7. Omit any planned evaluation step if, in the Evaluation Committee’s view, the step is not needed; and
8. At its sole discretion, reject any and all Proposals at any time.

The Evaluation Committee will select Applicants based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize scores.

Should the Agency be unable to reach agreement with a Selected Applicant(s) during Grant Agreement negotiations, the Agency may undertake negotiations with the next ranked Applicant and so on. At its sole discretion, the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new procurement process. The Agency may make partial awards at its discretion. The Agency reserves the right to award only a portion of the $50 Million in CARES Act funds during this procurement and to roll the remaining funds into a second procurement or return them to the GOFERR.

5.1 Evaluation Criteria
Qualified Proposals will be evaluated based on the following:

1. State Public Cost (CARES Act funds) Per Unserved Property to be Served;
2. Connection speed in Mbps;
3. Project Schedule

As an example of how projects will be evaluated for the least cost per Unserved Property, consider the following illustration:

<table>
<thead>
<tr>
<th>Project</th>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Project Cost</td>
<td>$100</td>
<td>$100</td>
</tr>
<tr>
<td>Private/Municipal Investment</td>
<td>50</td>
<td>8</td>
</tr>
<tr>
<td>State Public Cost (CARES Act)</td>
<td>50</td>
<td>92</td>
</tr>
<tr>
<td># Households at 25/3mbps</td>
<td>10</td>
<td>50</td>
</tr>
<tr>
<td>Public Cost Per Household</td>
<td>$5</td>
<td>$1.84</td>
</tr>
</tbody>
</table>

5.2 Scoring
Points will be awarded as follows:

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Public Cost per Unserved Property to be Served</td>
<td>65</td>
</tr>
<tr>
<td>2. Connection Speed in Mbps</td>
<td>25</td>
</tr>
<tr>
<td>3. Project Schedule</td>
<td>10</td>
</tr>
</tbody>
</table>

If limited funding is available, for Projects that are ranked the same, the Project providing the faster connection speed will be the next selection criteria and, if still tied, the fastest completion date project schedule.

Where there are proposals that overlap relative to the Unserved Properties to be served (“Overlapping Proposal”), the proposal with the highest score will be selected. For purposes of evaluating the lower scored Overlapping Proposal(s) the Unserved Properties included in the higher scored proposal will be removed and the related Total Cost of the Project, State Public Cost, and Private/Municipal Funds adjusted. If grant funds remain, a partial award based on the revised State Public Cost may be offered to the lower scored Overlapping Proposal depending upon the proposal’s score. With all else considered equivalent:
Project A in the example would be awarded to build broadband connections for “x” and “a” properties at a State Public Cost per property of $2. The Applicant on project B, depending on the score of project B, may be offered a partial award to build “y” properties at a State Public Cost per property of $3.

SECTION 6 – CONTRACTUAL REQUIREMENTS

Selected Applicants will be required to agree to the provisions of the State of New Hampshire Grant Agreement form as modified for CARES Act funding, all federal requirements related to CARES Act funding, and any additional provisions based on the specific requirements of this RFP and the Applicant’s response to it. All Projects will be subject to a compliance review and/or audit.

Selected Applicants will be required to provide, in a timely manner, all documents necessary for approval of the Grant Agreement by the Governor, including, but not limited to:

a. A current Certificate of Good Standing from the NH Secretary of State;

b. A notarized Certificate of Authority for the individual signing the Contract;

c. A Certificate of Insurance naming the State of New Hampshire, Office of Strategic Initiatives as additional insured and reflecting the following required coverage:
   i. Comprehensive General Liability Insurance. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate;
   ii. Automobile liability coverage; and
   iii. State of New Hampshire workers’ compensation as defined by the State; and

d. A Performance Bond (“Bond”) meeting the following requirements:
   i. The Bond shall be in an amount equal to the total project’s cost.
   ii. The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.

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4 Sample Grant Agreement is attached to the RFP. Sample Grant Agreement is provided for informational purposes only, is subject to change and will, at a minimum, include additional provisions based on the requirements of the RFP and the Applicant’s response to it, along with any additional federal and state requirements related to CARES Act funding.
iii. The Bond must be in a form and substance satisfactory to the State and shall be maintained by Selected Applicants in full force and effect until three months after project completion and acceptance of the Project by the State.

iv. The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire. The Performance Bond shall contain the Grant Agreement Number and dates of performance.

v. The Bond shall be executed by Selected Applicants and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

Selected Applicants shall bear the full expense of the Bond.

The Grant Agreement is contingent upon approval by the Governor. The effective date of the Grant Agreement will be the date of approval by the Governor (“Effective Date”). Any work begun prior to the Effective Date and subsequent written Notice to Proceed is done at Applicant’s sole risk. Such notice may be delivered via email.

SECTION 7 – ATTACHMENTS INDEX
1. Attachment A – Proposal Cover Sheet
2. Attachment B – Sample Grant Agreement
ATTACHMENT A - Grant Application Cover Sheet

☐ Project Name:

☐ Applicant Name:

☐ Applicant Mailing Address:

☐ Applicant Primary Contact:
   - Name, Title, Telephone Number, Email Address

☐ Project Location(s): [brief paragraph narrative of project geographical coverage including counties and communities served]

☐ Project Grant Request Amount:
   $________  ____% of total cost

☐ Project Funds Provided by Applicant(s):
   $________  ____% of total cost

☐ Total Project Cost:
   $________

☐ List Names of All Municipalities/Companies/Entities Participating on the Project:

☐ Funding Commitment provided by Each Municipality/Company/Entity Participating on the Project:

☐ Total Number of Unserved Properties to be Served:

☐ Type of Proposed Broadband Construction:

☐ State of New Hampshire Vendor Number: _________________________
ATTACHMENT B – Sample Grant Agreement

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor’s Office of Strategic Initiatives (“OSI”)

1.2. State Agency Address:

1.3. Grantee Name: __________________________________________

1.4. Grantee Address: __________________________________________

1.5. Grantee Telephone Number:_________________________________

1.6. State Vendor Number:________________________________________

1.7. Completion Date: __________________________

1.8. Grant Amount not to exceed $ __________________________

1.9. Grant Officer for OSI: Lisa Kota-Robles _____________________

1.10. OSI Telephone Number: _________________________________

1.11. Grantee Signature: Designated Signing Authority

__________________________________________________________________ Date: ___________

Signature

Print Name: Title:

1.12. State of New Hampshire Signature:

__________________________________________________________________ Date: ___________

Signature

Print Name: Title:

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as the “OSI”), the Grantee identified in Paragraph 1.3 (hereinafter referred to as “the Grantee”), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically [add project description(s) as applicable] (the “Project” or “Projects”). The scope of services and allowable purposes and use of funds are more specifically described in EXHIBIT A.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

Initials _____
Date ______
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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 (“the Effective Date”). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 30, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in Exhibit B. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee’s allowable expenses, nothing in this Agreement shall be construed to limit the Grantee’s ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date three (3) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this Grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Grantee’s normal business hours, and as often as the OSI, the Governor’s Office for Emergency Relief and Recovery (OSI), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the OSI, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, “Grantee” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the
OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee’s breach of its obligations hereunder.

11. GRANTEE’S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen’s compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any
person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. WAIVER OF BREACH: No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. REPORTING: Grantee shall submit a final report electronically to the OSI grant officer at [reporting link TBD] to OSI by December 30, 2021 demonstrating the provision of the services described in Exhibit A.

15. CONSTRUCTION OF AGREEMENT AND TERMS: This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

16. PUBLIC DISCLOSURE NOTIFICATION: The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. CONFLICT OF INTEREST: No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. INSURANCE AND BOND: The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen’s compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death in any one incident, and $500,000 for property damage in any one incident.

The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.
All Projects performed pursuant to this Agreement will require a performance bond during the Agreement and for 3 months following acceptance of the Project by the OSI.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. [RESERVED]

21. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required or by the OSI.

22. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

23. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.
GRANT AGREEMENT EXHIBIT A

Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
   a.) are necessary expenditures incurred due to the public health emergency with respect to the
       Coronavirus Disease 2019 (COVID–19); and
   b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

2. As used herein the criteria above shall have the following meaning:
   a.) Necessary expenditures due to the public health emergency means expenditures must be used for
       actions taken to respond to the public health emergency.
   b.) A cost is “incurred” when the Grantee has expended funds to cover the cost or incurred the loss of
       revenue during the period March 1, 2020 to December 30, 2020.

3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and
   most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ’s) regarding allowable uses of
   Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set
   forth in full.

4. Grantee, the __________________________, [TBD based on responses]

5. Any portion of the grant not expended by Grantee for allowable services performed before
   December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described
   in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for
   any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility
   to complete the project.

6. Unique entity identifier and System for Award Management (SAM)—Required. Grantees
   must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity
   identifier in its application; and (iii) continue to maintain an active SAM registration with current
   information at all times during which it has an active Federal award or an application or plan under
   consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to
   Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique
   entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed
   Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.
GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qyr55aww2os55))/welcome.aspx. Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided at start of construction;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee’s sole expense.
GRANT AGREEMENT EXHIBIT C

Special Provisions

1. Treasury guidance issued on May 28, 2020 has clarified that payments from CRF funds are subject to 2 CFR §200.303 regarding internal controls, 2 CFR §200.330 through 332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, therefore these sections are considered legally binding and enforceable under this contract. OSI reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy the requirements of these sections.

2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee’s fiscal year ending after December 30, 2020 if required. The CRF payments count toward the threshold of $750,000 or more in federal awards spent during their fiscal year that triggers 2 C.F.R. part 200, subpart F audit requirements for non-profits or governmental entities. The audit requirements do not apply to for-profit business, however, the requirements of 2 C.F.R. 200.501(h) regarding compliance requirements applicable to for-profits are addressed in the reporting, close-out and recoupment provision in Paragraph 14 and Exhibit A, Paragraph 5.

The audit report, if required, shall include a schedule of prior year's questioned costs (to the extent applicable), along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to OSI within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles. To the extent that the Grantee does not have an indirect cost rate, the de minimus rate shall apply.

4. The following paragraphs shall be added to the general provisions:

   “23. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the “Grant” funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.”

   “24. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”
GRANT AGREEMENT EXHIBIT D

Drug-Free Workplace

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee’s representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Lisa Cota-Robles, OSI
Lisa.Cota-Robles@osi.nh.gov

(A) The Grantee 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 grantee’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 grantee’s policy of maintaining a drug-free workplace;
(3) Any available drug 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 the grant 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 grant, 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 calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (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 grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (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).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

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

_________________________________  ________________________________________
Grantee Name  Period Covered by this Certification

________________________________________
Name and Title of Authorized Grantee Representative

_____________________________________  ________________
Grantee Representative Signature  Date
GRANT AGREEMENT EXHIBIT E
Lobbying

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee’s representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Relief Fund

Contract Period: [add start date]– December 30, 2020

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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).

(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 (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-l.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Grantee Representative Signature
Grantee’s Representative Title

Grantee Name
Date

Initials _____
Date _____
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GRANT AGREEMENT EXHIBIT F
Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee’s representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

(1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the OSI determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
(3) The certification in this clause is a material representation of fact upon which reliance was placed when OSI determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, OSI may terminate this transaction for cause or default.
(4) The Grantee shall provide immediate written notice to OSI, to whom this Grant is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(5) 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 the rules implementing Executive Order 12549: 45 CFR Part 76.
(6) The Grantee agrees by submitting this Grant 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 OSI.
(7) The Grantee further agrees by submitting this Grant that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” provided by OSI, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
(8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee 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 Non-Procurement List (of excluded parties).
(9) 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 Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, OSI may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont’d

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and

(d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

Grantee Representative Signature
Grantee’s Representative Title:

Print Grantee Name
Date
GRANT AGREEMENT EXHIBIT G

CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee’s representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

________________________________________________________________________
Grantee Representative Signature                        Grantee’s Representative Title

________________________________________________________________________
Grantee Name                                                   Date
GRANT AGREEMENT EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children’s services and that all subgrantees shall certify accordingly.

_________________________________________  _____________________________
Grantee Representative Signature               Grantee’s Representative Title

_________________________________________  _____________________________
Grantee Name                                    Date
GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the 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 this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

_________________________________

hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by OSI with federal CARES Act funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by OSI, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to
comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from OSI. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to OSI, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of CARES Act funds extended by OSI upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of OSI, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by OSI including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to OSI).

<table>
<thead>
<tr>
<th>Grantee Representative Signature</th>
<th>Grantee’s Representative Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Grantee Name:</td>
<td>Date</td>
</tr>
</tbody>
</table>

Initials _____  
Date _____  
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GRANT AGREEMENT EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), OSI must report the following information for any grant award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have one of the Grantee’s representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to OSI and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

__________________________________________  ______________________________________
(Grantee Representative Signature)             (Grantee Representative Title)

__________________________________________  ______________________________________
(Grantee Name)                                  (Date)
GRANT AGREEMENT EXHIBIT J cont.

CERTIFICATION

As the Grantee identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:___________

2. In your business or organization’s preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
   _____NO  _____YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
   _____NO  _____YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____________________  Amount: ______________

   Name: _____________________  Amount: ______________

   Name: _____________________  Amount: ______________

   Name: _____________________  Amount: ______________

   Name: _____________________  Amount: ______________

   Initials _____
   Date _____
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