

**Golden State Finance Authority**

**REQUEST FOR PROPOSALS**

**RFP: 22-02**

**Contract Services**

**For**

**Countywide Broadband Strategic Plans**

Proposals Due: Wednesday, December 28, 2022

Posted at [rcrcnet.org](http://rcrcnet.org)

## **PROJECT DESCRIPTION SUMMARY**

Golden State Financing Authority (hereinafter “GSFA”) is requesting proposals from qualified Respondents for the development of countywide Broadband Strategic Plans for 26 rural counties in the state of California, listed as follows: Alpine, Amador, Butte, Calaveras, Colusa, Glenn, Inyo, Lassen, Madera, Mariposa, Modoc, Mono, Monterey, Napa, Plumas, San Benito, San Luis Obispo, Shasta, Sierra, Siskiyou, Sutter, Tehama, Tulare, Tuolumne, Yolo, and Yuba. (Sierra and Plumas counties will be combined into a single Broadband Strategic Plan.)

Qualified Respondents may provide proposals for one, some, or all of the counties covered by this RFP. GSFA, together with representatives of the counties to be covered by each of the broadband strategic plans, will review, rate, and select the Consultants for these projects.

## **BACKGROUND**

GSFA is a California Joint Powers Authority and a duly constituted public entity and agency that was established in 1993. It is governed by a Board of Directors that is comprised of an elected member of the Boards of Supervisors from each of its 39 member counties. GSFA structures, develops, and administers programs that create community resiliency through home ownership, community and economic development, and infrastructure investment.

In September 2021, GSFA, in collaboration with its member counties, applied for a grant from US Department of Commerce, Economic Development Administration (EDA) under the Economic Adjustment Assistance Program funded with an allocation from the American Rescue Plan Act. In August 2022, GSFA received notification that the application had been approved for funding. Included in the grant was a request for funds to develop twenty-five (25) countywide broadband strategic plans for 26 GSFA member rural counties (24 individual countywide plans and one two-county plan). Funds available for each countywide plan shall not exceed \$125,000.

GSFA will provide project management and grant administration services. Each county has committed to providing a point of contact with whom the consultant will coordinate local government and community outreach and stakeholder engagement.

RFP 22-02 will establish Broadband Strategic Plan development services. GSFA seeks Respondents who will abide by all local, state, and federal regulations and who are also capable of providing all necessary materials and supervision in the course of providing services.

## **SCOPE OF WORK/SERVICES**

The scope of work for this project includes all tasks and services necessary to develop and complete 25 Broadband Strategic Plans for the following counties: Alpine, Amador, Butte, Calaveras, Colusa, Glenn, Inyo, Lassen, Madera, Mariposa, Modoc, Mono, Monterey, Napa, Plumas, San Benito, San Luis Obispo, Shasta, Sierra, Siskiyou, Sutter, Tehama, Tulare, Tuolumne, Yolo, and Yuba. (Sierra and Plumas counties will be combined into a single Broadband Strategic Plan.)

Each planning process will begin with consultation with county contacts to ascertain broadband strategic planning work that has been done or is underway. Careful review and consideration of existing efforts should be acknowledged and, where appropriate, incorporated into the development of plans awarded with this RFP.

Additionally, the findings and recommendations of each countywide Broadband Strategic Plan should be based upon the assumption that networks will be built to meet the needs of the communities and businesses over a 20-year useful life.

It is anticipated that each countywide Broadband Strategic Plan will include, but not be limited to the following:

- Broadband Benefits – Discuss value that broadband contributes to:
  - Local Governments
    - Enhancement of Public Services - Efficiencies and Cost Reduction
    - Public Health and Safety
  - Economies
    - Economic Development
    - Implementation of Identified Projects Within County Comprehensive Economic Development Strategy (CEDS)
  - Addressing Community Needs
    - Education & Distance Learning
    - Telemedicine & Aging in Place
    - Remote Work/Telecommuting
  - Digital Inclusion
  
- Needs Assessment – Current and Future
  - Government – Across Agencies and Departments
  - Businesses – Main Street and Business Parks (existing and planned)
  - Residents – including Home-Based Business needs
  - Current and Future Providers and Network Administrators
  - Education – Workforce Development
  - Tribe(s)
  - Military Installations
  
- Analysis of Current Broadband Market and Infrastructure\*
  - Availability and Quality of Existing Broadband
    - Identify providers and speeds – advertised and actual (if speed testing information is available)
    - Identify existing fiber locations by provider
  - \*In cases where locational data is used, please use FCC Fabric Data
  - Conduct Business Broadband Survey
    - Query businesses on broadband adoption, service subscription types, reason for not subscribing (if applicable), performance, and satisfaction
    - Imbed speed test in survey instrument
  - Provide Gap Analysis on Findings
  
- Broadband Policies and Programs for Consideration – Federal and State
  - Fiber
  - Fixed Wireless/5G
  - Satellite
  - Hybrid (fixed wireless between towers connected to fiber)

- SMART Community Applications – Including but not limited to:
    - Traffic Signalization & Safety
    - Wildfire Alert
    - Public Wi-Fi
    - Smart Parking & Wayfinding
    - ZEV Charging Infrastructure
    - SMART Community Policy Development
  
  - Asset Inventory\*
    - Identification of Community Assets that Advance Broadband Deployment
    - Identification of Anchors
    - Development Policies Incorporating Broadband Deployment
      - Existing Policy and/or Recommendation for New Policy
    - Identification of Potential Partnership Opportunities That May Extend and/or Enhance Existing Infrastructure
- \*Provide inventory of identified assets to each county in a GIS data format, if possible
- Recommendations & Next Steps
    - Among other recommendations, include recommendation of potential broadband deployment project areas, associated method of service delivery, and estimated costs. (Conducted in cooperation with development of network design for priority unserved/underserved areas made possible by CPUC Local Agency Technical Assistance grants for each county)
    - Provide strategy recommendations for deployment of county-owned assets and/or public-private partnerships dependent on county need.

### **DELIVERABLE**

A countywide Broadband Strategic Plan specific to the individual county(ies) awarded that includes the components listed above, to be completed no later October 1, 2023. In addition to a final report, completion shall include a presentation of the final report to the Board(s) of Supervisors of each county covered by the respective Broadband Strategic Plan(s).

### **ROLES AND RESPONSIBILITIES**

GSFA will serve as the project manager and grant administrator. Adherence to project timelines, deliverables, payments, and grant administration will be managed by GSFA.

Identified individuals in each county will serve as the point of contact for the selected Consultant and will assist in community outreach, stakeholder engagement, and be available to provide local/regional input and direction as the countywide Broadband Strategic Plan is developed. Additionally, each county will have a Broadband Task Force that the Consultant can confer with during the course of the project, as needed.

### **COMPENSATION AND REIMBURSEMENT OF EXPENSES**

Compensation for the services listed in the proposal shall not exceed the maximum amount set forth in the proposal. **The “shall not exceed” amount for each of the twenty-five (25) countywide Broadband**

**Strategic Plans (one of which will cover two counties – Sierra and Plumas) on an individual basis is \$125,000.**

Respondent shall submit for review and approval invoices detailing the services provided during each invoice period. The invoice shall utilize a simple, easy to understand format that has been approved by the GSFA.

The final invoice shall represent ten percent (10%) of the total project costs and will be payable only upon (1) presentation of the final report to the represented county(ies) Boards of Supervisors, (2) receipt of the final complete work product.

### **PROPOSAL CONTENT**

In order for GSFA to compare and evaluate proposals effectively and efficiently, all proposals shall be organized in the specific format outlined below. Failure to comply with this requirement may cause disqualification. The proposal shall include the following as a minimum:

#### Cover Page

Include firm name, title of proposal, and date of proposal.

#### Transmittal Letter

Shall include the legal name of the agency or organization making the proposal, business address, name, title, address, email address, and telephone number of person(s) authorized to negotiate and contractually obligate the Respondent firm and the contact person(s) authorized by the firm to be contacted for clarifications. The letter shall be signed by a principal or officer of the firm.

#### Scope of Work/Services

Present the Respondent's basic scope of services, objectives and intended results of the services to be provided including a list of all deliverables.

Should summarize how the proposal meets the RFP requirements and why the Respondent is best qualified to perform these services including the Respondent's financial and technical resources.

Discuss any requirements not addressed in this RFP and any constraints to providing the services listed herein.

#### Staffing

A list of personnel who will be directly assigned to provide services, together with a discussion of each member's responsibilities and applicable expertise and background. Also identify the extent of GSFA and County personnel involvement deemed necessary, including number of estimated hours required and expertise required of GSFA and the county(ies).

#### Subcontractors

Respondents shall identify all sub-contractors they intend to use for the proposed scope of work. For each sub-contractor listed, respondents shall indicate (1) name and business location of sub-contractor(s), (2) what products and/or services are to be supplied by that sub-contractor(s), and (3) what percentage of the overall scope of work that sub-contractor(s) will perform.

### Statement of Experience and Qualifications

A description of the nature of the Respondent's present work, including a comprehensive list of current and past work on similar projects, staff who worked on those projects, and corresponding clients' names, titles, addresses and phone numbers. For any projects referenced in the Statement of Experience and Qualifications, list the involvement of the proposed staff members. Include evidence of any special licensing or qualifications required to perform the work.

The proposal shall affirm that all services, costs, and materials will, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable and ensure that insurance and required licenses under both state and local jurisdictions, and the professional services agreement (Exhibit A) are current during the full term of the contract.

### Statement Acknowledging Acceptance of Sample Agreement

A statement that the Sample Agreement (see Exhibit A) has been reviewed by the principal or officer of the firm, and a list of any exceptions or changes that are requested prior to execution of the Agreement. The specific services to be incorporated into the agreement will be based upon the RFP as well as the responses prepared by Respondents and may include those negotiated items between GSFA and the successful Respondent(s).

No requests for changes to the Agreement will be entertained other than those presented in the proposal.

### Cost Proposal

A detailed, task-related cost proposal based upon anticipated hours for services is to be provided, including hourly rates for each assigned employee, supplies and equipment costs, travel, office support, all other overhead costs and any reimbursable expenses. Basis for charging on a time and materials basis for preparation of optional elements should be listed and fully explained. The Respondents shall submit a detailed budget that includes without limitation, costs of required staffing and all associated costs to complete the countywide Broadband Strategic Plan. **Under no circumstance will a proposal be accepted where the Cost Proposal exceeds the amount presented in this RFP for each individual countywide Broadband Strategic Plan.**

Please keep in mind that cost, while an important factor, will not be the sole determining factor. The contract will be awarded to the proposer who submits the most favorable overall proposal, as determined by GSFA in its sole discretion, and may be awarded to other than the lowest proposer.

### Compensation

Respondents should propose a compensation schedule for services required by the Agreement.

In all cases, the final 10% of project costs shall be shown to be paid upon, (1) presentation of final countywide Broadband Strategic Plan to the respective Board(s) of Supervisors, and (2) receipt of final work product.

### Project Schedule

The Respondent shall submit a detailed proposed schedule identifying all tasks and projected dates of completion for project milestones. Respondents should use October 31, 2023, as the date "not to

exceed” for project completion.

#### Work Plan

A detailed description of the approach and methodology to be used to meet the objectives of the project. Include general descriptions and goals of meetings to be held, and types of groups or individuals to be contacted reflecting the different stakeholders for the work, specific needs as required, etc.

#### **PROPOSAL SUBMITTAL**

Proposals submitted must meet the following criteria to be acceptable for consideration regarding this project:

Submit one (1) original signed proposal marked "Original", and one (1) electronic copy no later than Wednesday, December 28, 2022, to:

Barbara Hayes, Chief Economic Development Officer  
Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814  
[bhayes@rcrcnet.org](mailto:bhayes@rcrcnet.org)

Normal business hours are Monday through Friday, 8 a.m. to 4:30 p.m. (Please note that Friday, December 23 and Monday, December 26 are company holidays and the RCRC Office will be closed.)

The proposal must be submitted in an envelope clearly marked with the name and title of the proposal. The Respondent's return address and the proposal number (RFP No. 22-02) must appear on the outside of the envelope.

Proposals received incomplete or late, for any reason, will not be accepted.

All proposals submitted in response to this RFP will become the property of GSFA and will not be returned. The proposal itself shall not constitute a contract, but will, if accepted, be incorporated into the contract between the GSFA and the selected Respondent.

Proposals submitted to GSFA become public documents subject to disclosure once the proposal is awarded. If the Respondent considers any portion of their proposal to be confidential, the Respondent must label each and every page of the confidential portions as: "Trade Secret", "Confidential" or "Proprietary." The Respondent must also list the confidential material at the beginning of its proposal and provide justification for not making such material public. GSFA shall have the sole discretion to disclose or not disclose such material, subject to any protective order that the Respondent may obtain, but it is incumbent on the Respondent to assert its rights to confidentiality.

Please note: The successful Respondent shall be expected to fully meet all representations made in its proposal, including demonstration of the requirements outlined in this RFP.

Respondents may withdraw their proposals at any time prior to the RFP submission deadline. A signed withdrawal request by the Respondent's duly authorized representative must be provided to GSFA.

## **EXCHANGE OF INFORMATION & CONFLICTS OF INTEREST**

We expect that you may have questions as you prepare your response to the RFP. To handle questions most effectively and to ensure that everyone has the same information, we request that you promptly send your question(s) to Barbara Hayes at [bhayes@rcrcnet.org](mailto:bhayes@rcrcnet.org).

Questions must be received no later than Close of Business, Wednesday, December 14, 2022. Every effort will be made to provide responses within 24 hours of this deadline. The Questions and Answers will be posted on the RCRC Home Page – [www.rcrcnet.org](http://www.rcrcnet.org).

Respondents are specifically directed not to communicate with or make attempts to influence any members of the GSFA Board of Directors, or Boards of Supervisors or staff representatives of the counties included in this RFP that would create a conflict of interest or unfair advantage.

Failure to adhere to this instruction may result in disqualification of the Respondent.

## **EVALUATION OF PROPOSALS**

Review, evaluation, and selection of consultants shall be performed by GSFA and representatives from each county included in the respective Broadband Strategic Plan proposals.

Proposals shall be opened and examined to ensure that each complies with the requirements of the RFP. The absence of required information may render the proposal non-responsive and may be cause for rejection.

Prior to final selection, a short list of qualified and responsive Respondents may be requested to participate in an interview and/or be asked to submit additional information for clarification. The purpose of the interview and acquisition of additional information will be to provide an opportunity for each Respondent to present their qualifications and proposals in person and/or to answer any questions that GSFA or member county representatives may have regarding the Respondent's submittals. If interviews are to be held, the time and place of the interview will be arranged after the short list is compiled.

GSFA is an Equal Opportunity Employer, and the successful Respondent will be required to comply with the provisions of Federal Executive Order 11246 and applicable state and federal laws. Respondents should be familiar with the Employers' Practical Guide to Reasonable Accommodations Under the Americans with Disabilities Act as published by the Job Accommodation Network, a service of the U.S. Department of Labor's Office of Disability Employment Policy.

All proposals are evaluated to determine they meet all the requirements of the RFP. Responses are individually scored as assigned to a category. Individual scores are averaged and entered into that category column. Each category is assigned a weight and the result is a weighted score. Each category is assigned a maximum point range of 10 to 25. Lower scores within each category are considered less sufficient and higher scores within each category are considered acceptable to excellent.)

Qualifications, experience, and cost proposals will be discussed with short listed finalist(s) during interviews, if conducted. In accordance with 2 CFR 200- Title 2 Vol I-part 200 section 200.320, an award will be made to the responsible firm whose proposal is most advantageous to the program, with price



and other factors considered.

Proposals will be evaluated based on the rating scale and criteria listed below:

<b>CATEGORIES</b>	<b>Max. Points</b>	<b>Weight</b>	<b>Score</b>
Proposal Quality and Responsiveness	20	15%	_____
Scope of Work/Services	25	30%	_____
Experience and Qualifications of Team	25	25%	_____
Project Schedule & Work Plan	20	20%	_____
Cost Proposal (Exceeds Stated Amount – Disqualified)	10	10%	_____

GSFA and member counties represented by this RFP seek a firm(s) that offers experience developing Broadband Strategic Plans, particularly in rural areas. The firm that best meets the selection criteria will be selected for this/these project(s). Specific evaluation criteria include, but are not limited to:

- Understanding of the project as identified by GSFA;
- Basic understanding of the specific project areas and their economic opportunities or challenges;
- Understanding of and relevant experience providing the services required, especially for counties in rural areas;
- Experience and qualification of staff assigned to the project;
- Experience of the project manager;
- References and relevant work performed for those references;
- Accessibility of key personnel to GSFA and member county project staff;
- Budget and fee structure;
- Willingness and ability to meet deadlines; and,
- Ability to comply with insurance requirements.

### **TERMS OF REQUEST FOR PROPOSALS**

#### **Acceptance of Proposals**

GSFA reserves the right to reject any and all proposals and to waive any informality, technical defect, or clerical error in any proposal and to request additional information from all Respondents. This RFP is not an offer to contract. GSFA reserves the right to request clarification of any information submitted, interview firms and/or request additional information during interviews. GSFA further reserves the right to enter into negotiations with one or more firms and/or enter into multiple contracts and/or not award a contract.

#### **Oral Communications**

Any oral communication between GSFA and the Respondent is not binding, nor will it modify the RFP in any way.

#### **Proposal Cost**

The cost of developing the proposal is the sole responsibility of the Respondent; GSFA is not liable for any costs incurred by those submitting proposals.

#### **Proposal Submission**

Respondents may submit proposals by any means (e.g., U.S. Mail, Fed Ex, courier, etc.). Proposals must be received at the physical address noted by the deadline.

### Basis for Proposal

The RFP and any amendments to it represent the most definitive statement GSFA will make concerning information upon which proposals are to be based. Respondents will be assumed to have thoroughly examined these documents.

### Deliverables

If this Proposal is awarded, and the successful Respondent fails to sign and return to GSFA within five (5) calendar days (i) the Contract, (ii) the required insurance certificates as specified in the Sample Contract/Agreement information and documents with an insurer satisfactory to GSFA, GSFA may, at its option, determine the Respondent has abandoned the Contract. In that case, the Proposal and the acceptance thereof shall be null and void.

### Right to Negotiate

GSFA reserves the right to negotiate any fee or any provision, accept any part, or all parts of any and all proposals whichever is in the best interest of GSFA. GSFA intends to negotiate only with those firms whose proposals meet the requirements of GSFA.

### Verbal Agreement or Conversation

No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of GSFA shall affect or modify any terms or obligations of this RFP, or any contract resulting from this RFP.

### **PROTEST PROCEDURE**

Respondents may file a written protest with GSFA not later than five (5) working days after the date of evaluation notification by GSFA which may be by telephone, letter and/or email.

The protest shall be delivered or sent by registered mail to:

Barbara Hayes, Chief Economic Development Officer  
Rural County Representatives of California  
1215 K Street, Suite 1650  
Sacramento, CA 95814

The protest must include:

- Name, address, and business telephone number of the protestor;
- Identify the project under protest by name, RFP number and RFP date;
- Contain a concise statement of the grounds for protest including alleged violations of Federal, State, or local law; provided, however, RFP process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to those issues should be raised and addressed, if at all prior to the proposal due date to allow adjustments before evaluation of proposals and;
- Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

### Protest Review

Upon receipt of a protest, GSFA shall review all the submitted materials and shall create and retain a written record of the review. GSFA shall respond in writing at least generally to each material issue raised in the protest not later than fifteen (15) working days after receipt of the protest.

Since this procurement involves federal funds, in the event of a protest GSFA shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of notification to the interested party(ies).

**EXHIBITS**

A: Sample Consulting Services Agreement

\*All exhibits annexed and attachments hereto are expressly made a part of this RFP as though fully set forth herein.

**KEY DATES**

Wednesday, November 30, 2022	RFP Released
Wednesday, December 14, 2022	Deadline for RFP Questions
Thursday, December 15, 2022	Responses to RFP Questions Posted on RCRC Home Page (rccrcnet.org)
Wednesday, December 28, 2022	Proposals Due
Wednesday, January 11, 2023	Review Teams Rate and Select
Friday, January 13, 2023	Respondent Notification
Friday, January 20, 2023	Under Contract

**EXHIBIT A**  
**CONSULTANT SERVICES AGREEMENT**

This Consultant Services Agreement (“Agreement”) is made as of \_\_\_\_2022, by and between Golden State Finance Authority, a California Joint Powers Authority and a duly constituted public entity and agency (hereinafter "GSFA") and \_\_\_\_\_ ("Consultant"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the consulting services described in GSFA Request For Proposals No. 22-02, attached hereto as Exhibit “A”, and those portions of Consultant’s Proposal attached hereto Exhibit “B”, both incorporated herein by reference. Consultant shall provide these services at the time, place, and in the manner specified in Exhibit B. Consultant agrees to work closely with GSFA in the performance of the services hereunder and shall be available to GSFA at all reasonable times as mutually agreed between GSFA and Consultant.

2. Payment. GSFA shall pay to Consultant for services rendered pursuant to this Agreement at the times, in the amount and in the manner set forth in Exhibit “C”, attached hereto and incorporated herein by reference. The payments specified in Exhibit C shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for services to GSFA in the manner specified in Exhibit C.

3. Facilities, Equipment, and Other Materials. Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for furnishing the services pursuant to this Agreement.

4. General Provisions. The general provisions set forth in Exhibit “D” are attached hereto and incorporated herein by reference. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other terms or conditions shall control insofar as it is inconsistent with the general provisions.

5. Notices. Any notice permitted or required under this Agreement shall be in writing and shall be effective when actually delivered in person or five days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid and addressed as follows:

TO GSFA:                   Golden State Finance Authority  
                                  Attention: Barbara Hayes  
                                  1215 K Street, Suite 1650  
                                  Sacramento, CA 95814

To Consultant:           \_\_\_\_\_  
                                  Attn: \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

7. Time for Performance. Time is of the essence in the performance of this Agreement. Failure of Consultant to perform any service within the time limits set forth in Exhibit B shall constitute a material breach of this Contract.

8. Term. This Agreement shall commence as of \_\_\_\_\_, 2022, and terminate on \_\_\_\_\_ unless earlier terminated by the parties as set forth herein.

9. Key Person. \_\_\_\_\_ shall be assigned the personal responsibility for directing consultant's work on behalf of GSFA hereunder, and shall remain in personal charge of such work for the duration of this Agreement.

10. Mandatory Federal Provisions.

A. Cost Principles and Administrative Requirements

- i) Consultant agrees that 48 CFR Part 31, Contract Cost Principles and Procedures shall be used to determine the allowability of individual terms of cost.
- ii) Consultant agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- iii) Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Consultant to GSFA.
- iv) When a Consultant or subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

B. Debarment and Suspension Certification

- i) The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant or any person associated therewith in the capacity of owner, partner, director, officer, or manager: 1) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; 2) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; 3) Does not have a proposed debarment pending; and 4) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- ii) Any exceptions to this certification must be disclosed to GSFA. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

- C. Remedies. The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by GSFA or Consultant shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- D. Contract Work Hours and Safety Standards Act. The provisions of this section are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” includes watchmen and guards.
- i) Overtime requirements. No Consultant or subconsultant (s) contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (i) of this section, the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (i) of this section. in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (i) of this section.
  - iii) Withholding for unpaid wages and liquidated damages. GSFA or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subconsultant under any such Contract or any federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant such sums as may be determined to be necessary to satisfy any liabilities of such

Consultant or subconsultant for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (ii) of this section.

- iv) Subcontracts. The consultant or subconsultant shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subconsultant or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.”

E. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C. Consultant shall not discriminate on the employment of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, Section 12955.2 of the Government Code, California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Consultant shall not discriminate against any subconsultant, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Consultant discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

F. Procurement of Recovered Materials. Consultant shall comply with Title 2 CFR section 200.323 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity

acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

G. No obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the contract.

H. Program Fraud and False or Fraudulent Statements or Related Acts. “The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant’s actions pertaining to this contract.

Executed as of the day first above stated.

**GSFA:**

GOLDEN STATE FINANCE AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CONSULTANT:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



EXHIBIT B

SCOPE OF WORK

[INSERT THOSE PORTIONS OF CONSULTANT'S PROPOSAL AS DIRECTED BY GSFA]

EXHIBIT C

TIME AND MANNER OF PAYMENT

Compensation:           Consultant shall be paid [INSERT BASIS AND RATE OF PAYMENT].  
Except as expressly provided herein, this amount is inclusive of all  
compensation, reimbursement, costs, or charges due to Consultant for  
services provided under this Agreement.

Expenses:                [INSERT EXPENSE REIMBURSEMENT PROVISIONS, IF ANY. NOT  
APPLICABLE TO FLAT FEE AGREEMENTS].

The Maximum Compensation payable under this Agreement, including any expense reimbursement, shall not exceed \$ \_\_\_\_\_, unless otherwise agreed to in a written amendment to this Agreement executed by both parties.

Consultant shall submit monthly bills for services rendered and costs incurred. Consultant shall submit bills that reflect the work performed and the date of the work together with any reimbursable expenses (if expense reimbursement is provided for under this Agreement). Such bills shall conform to the general requirements for invoices to GSFA and Exhibit A, and shall be paid by GSFA under its normal invoicing procedures. GSNR will remit all undisputed amounts to Consultant within fourteen (14) days of receiving an invoice in compliance with this paragraph.

## EXHIBIT D

### GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of GSFA. Nothing in this agreement is intended nor shall be construed to create a partnership or a joint venture relationship. GSFA shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, GSFA shall not have the right to control or direct the means by which Consultant performs services rendered pursuant to this Agreement. Consultant shall set its own hours and location of work, provided the results described herein are accomplished. Consultant warrants that it is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Consultant hereunder. Consultant further warrants and represents that each of the following is true and correct:

- A. If any work hereunder is performed in a jurisdiction that requires Consultant to have a business license or business tax registration, Consultant shall obtain and maintain the required business license or business tax registration as required by law during the term of this Agreement.
- B. Consultant maintains a business location that is separate from the business or work location of GSFA.
- C. Consultant is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder.
- D. Consultant actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from GSFA.
- E. Consultant advertises and holds itself out to the public as available to provide the same or similar services.
- F. Consultant provides its own tools, vehicles, and equipment to perform the services.
- G. Consultant can negotiate its own rates.
- H. Consultant can set its own hours and location of work, consistent with the nature of the work.
- I. Consultant is not performing the type of work for which a license from the Contractors' State License Board is required.

By initialing this Agreement in the space provided immediately below, Consultant acknowledges that this Agreement is complete, that it does not create an employer-employee relationship between GSFA and Consultant or any person performing services hereunder on behalf of Consultant, and that this Agreement cannot and will not be modified by any oral representation of employment. Consultant further acknowledges that he is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Consultant hereunder.

Consultant's Initials:

2. Personnel. Consultant acknowledges that the services of the Consultant personnel assigned as of the effective date of this Agreement are essential to the performance of Consultant's obligations hereunder, and that no substitution of Consultant's personnel so assigned may be made without the prior written approval of GSFA. Consultant shall not subcontract or assign any portion of the services provided hereunder without the prior written approval of GSFA

3. Licenses; Permits; etc. Consultant represents and warrants to GSFA that it has all licenses, permits, qualifications, and approval of whatsoever nature which are legally required for Consultant to practice its profession and provide the services hereunder. Consultant represents and warrants to GSFA that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession and provide the services hereunder at the time the services are performed.

4. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

5. Indemnification and Insurance. Consultant shall indemnify, defend and hold harmless GSFA and its affiliates (including without limitation the Rural County Representatives of California and Golden State Connect Authority), and their respective officers, agents, attorneys, employees, from any and all claims, causes of action, damages, losses, expenses, fines, penalties, judgments, demands and defense costs, whether in law or equity (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) (collectively, "**Claim**") arising from or related to the services performed by Consultant under this Agreement or accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of Consultant's duties and services hereunder, except such loss or damage that was caused by the sole, active negligence or willful misconduct of the Client. Consultant shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. GSFA shall promptly notify Consultant of any claim made in connection with the performance of services rendered hereunder.

In order to insure Consultant's obligations hereunder, Consultant shall maintain insurance as follows:

- A. Consultant shall maintain a commercial general liability insurance policy in the amount of not less than one million dollars (\$1,000,000.00) per occurrence, and not less than two million (\$2,000,000.00) in the aggregate, from a carrier with a Best rating of not less than A-;
- B. Comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of not less than one million dollars (\$1,000,000.00) from a carrier with a Best rating of not less than A-;
- C. If Consultant has employees, Consultant shall maintain Worker's Compensation Insurance as may be required by the California Labor Code for coverage A (statuary limits) and not less than one million dollars (\$1,000,000.00) for coverage B (employer liability limits) from a carrier with a Best rating of at least a B+;

All such policies shall remain in force during the term of this Agreement and shall be payable on a "per occurrence" basis unless otherwise accepted by GSFA, and shall be in form acceptable to GSFA and its insurance advisors. GSFA shall be named as an "additional insured" on any policy as may be requested by GSFA, and Consultant shall provide certificates of insurance and any endorsements required signed by Consultant's insurer prior to the commencement of Consultant's services hereunder. Any such policies or endorsements shall provide for thirty (30) days prior notice to GSFA in the event of any termination or reduction in coverage of such insurance.

Nothing contained herein shall be construed as or constitute a limitation of Consultant's liability or Consultant's responsibility to indemnify and hold harmless from any and all claims, damages, losses and expenses that may arise by reason of Consultant's willful misconduct or negligence.

6. Consultant Not Agent. Except as GSFA may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of GSFA in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind GSFA to any obligation whatsoever.

7. Assignment Prohibited. The parties understand and agree that this Agreement is entered into because of the personal expertise of Consultant. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

8. Personnel. It is anticipated that Consultant shall perform all services required under this Agreement.

9. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of

the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession, and in accordance with all applicable local, state and federal laws, rules and regulations. Consultant shall be liable for all violations of such laws and regulations in connection with the performance of the services hereunder and shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold GSFA, its officials, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. All products of whatsoever nature which Consultant delivers to GSFA pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. GSFA Representative. The President or their designee is the representative of GSFA and will administer this Agreement for GSFA. GSFA's initial representative shall be Barbara Hayes, Chief Economic Development Officer. GSFA may change its representative at any time upon notice to Consultant.

11. Termination for Cause and Convenience. This Agreement may be terminated by the following:

- A. Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
- B. Termination for Cause. GSFA may terminate the Consultant for cause if the Consultant: 1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide the services outlined in the Agreement; 2) Disregards Federal, State or local laws, ordinances, regulations, resolution or orders; 3) Otherwise commits a substantial breach or default of any provision of the Agreement. In the event of a substantial breach or default GSFA will provide the Consultant written notice of said breach or default and allow the Consultant ten (10) days from the date of the written notice to cure such breach or default (if curable, otherwise GSFA shall have the right to immediate termination). If said breach or default is not cured within ten (10) days from the date of notice, then the Agreement shall terminate.

In the event GSFA shall terminate this Agreement:

- A. Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- B. GSFA shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

- C. GSFA shall pay Consultant for services rendered by Consultant pursuant to this Agreement based on the rate for services under this Agreement up to the effective date of termination.

12. Non-Discrimination. Consultant shall not discriminate in employment of persons or performance of services under this Agreement on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code.

13. Intellectual Property. GSFA shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term “Deliverables” shall mean any and all materials or documentation developed under this Agreement, or otherwise created by Consultant during the performance of services under this Agreement, including without limitation all documents, drawings, estimates, notes, reports, work sheets, electronic storage media, plans, specifications, professional and technical information, and related data. Consultant hereby assigns to GSFA all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Consultant, either alone or jointly with others, during the period of Consultant’s agreement with GSFA or result from the use of premises leased, owned or contracted for by GSFA.

Consultant acknowledges that all original works of authorship which are made by Consultant (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to GSFA. Consultant agrees that GSFA will be the copyright owner in all copyrightable works of every kind and description created or delivered by Consultant, either solely or jointly with others, in connection with any agreement with GSFA.

Consultant represents and warrants for the benefit of GSFA and its users that, to its knowledge, as of the effective date of this Agreement, Consultant is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Consultant shall defend, indemnify and hold GSFA harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney’s fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in 5 of this agreement.

14. Entirety of Agreement. This Agreement contains the entire agreement of GSFA and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.

15. Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

16. Governing Law. This Agreement is executed in the State of California, and the laws of that State shall govern its interpretation and effect (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Sacramento County, California.

17. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.

18. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

19. Records and Audit. Consultant shall maintain current and complete books and records relating to this Agreement, including, but not limited to, documents supporting all bids, income and expenditures. Books and records kept shall be original entry books with a general ledger itemizing all debits and credits for work performed hereunder. In addition, where applicable, Consultant shall maintain detailed payroll records including subsistence, travel and field expenses, and canceled checks, receipts and invoices for all such items. Consultant's documents, books and records shall be retained for at least five years from the date of completion of this Agreement, and Consultant shall permit access to audit its books, accounts and records relating hereto, and such records of all business entities controlled by Consultant who participated in the performance of this Agreement, Any audit by GSFA may be conducted on Consultant's premises, or at the option of GSFA, Consultant shall provide all such records to GSFA for such audit elsewhere. Consultant shall refund any moneys erroneously paid; if Consultant has erroneously billed for an amount exceeding 5% of the compensation paid hereunder, Consultant shall also be liable for the cost of audit in addition to any other penalty.

20. Disclosure. Consultant agrees to make any necessary disclosures and filings required of Consultant under the California Government Code, if applicable.

21. Authority. Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

22. Conflict of Interest; Confidentiality. Consultant covenants and represents that he presently has no material investment or interest which would conflict in any manner or degree with the performance of the services hereunder. In the event that any services otherwise within the Scope of Work set forth in Exhibit B may pose a conflict between the interests of GSFA and the interests of any of Consultant's other clients, Consultant shall inform GSFA, and GSFA will not assign Consultant to perform those services. During the term of this Agreement, Consultant shall disclose to GSFA any new contracts for consultant services or employment that Consultant may enter into during the term of this Agreement that may in any way conflict with consultant's performance of services hereunder. If GSFA believes that the contract may pose a conflict of interest, direct or



indirect, financial or otherwise, or the appearance of a conflict of interest, GSFA may give notice of termination of this Agreement.

Consultant understands and agrees that all documents, information and reports developed in the course of performing its obligations hereunder shall be the property of GSFA. Consultant agrees to exert its best efforts in the production of such work product of this Agreement. Consultant may retain copies of materials collected or produced hereunder during the term hereof, but in the event of termination of this Agreement, Consultant shall promptly deliver any such materials to GSFA without exception or reservation.

Consultant agrees that it will maintain the confidentiality of strategies and objectives developed by GSFA and other matters not generally available to the public and will not disclose such information without the express written consent of GSFA's Executive Director. If, in the course of performing its obligations hereunder, Consultant comes into possession of information known or reasonably expected to be confidential information from any source, Consultant will respect and maintain such confidentiality, whether under state, federal or common law, and be solely liable to any injured person in the event of its wrongful distribution of such confidential material.

Without limiting the generality of the foregoing, Consultant specifically covenants and agrees not to, except as otherwise set forth herein, disclose, reveal, publish or release Confidential Information to any third party. Consultant further agrees that it will not, at any time, use the Confidential Information except to the extent necessary for (a) its evaluation, negotiation, and/or consummation of the Transaction; and (b) any purpose GSFA may hereafter specifically authorize in writing. "Confidential Information" referred to in and protected by this paragraph shall mean all confidential or proprietary information, data or knowledge relating, directly or indirectly, to GSNR and its business or the project which is delivered, disclosed or furnished in connection with the services performed by Consultant hereunder by or on behalf of GSFA or its affiliates (including without limitation the Golden State Connect Authority and the Rural County Representatives of California) to Consultant or its representatives, on or after the date hereof, regardless of the form or manner in which it is delivered, disclosed or furnished, and shall also be deemed to include all notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by Consultant which contain, reflect or are based upon, in whole or in part, the information furnished to Consultant or its representatives pursuant hereto. The term "documents" includes, without limitation, any writing, letter, memorandum (internal or otherwise), facsimile, tape, diskette, CD-ROM or other recording or memorialization, chart, graph, blueprint, picture or financial statements or data.

Exhibit E

CERTIFICATION REGARDING LOBBYING

*Pursuant to 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. Each contracting 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. Contractors must sign and submit to GSFA the following form:*

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.

\_\_\_\_\_  
[Date]

Signature of Contractor's Authorized Official Name and Title of Contractor's Authorized Official