



REQUEST FOR PROPOSALS

RFP-2022-04

Broadband Infrastructure Development

Closing Date/Time: July 18, 2022, 3:00 PM

**McDuffie County
210 Railroad Street
Thomson, GA 30824**

MCDUFFIE COUNTY
BROADBAND INFRASTRUCTURE DEVELOPMENT
RFP No. 22-004

McDuffie County Board of Commissioners are seeking bids for development of a broadband, fiber infrastructure network to provide broadband service to the unserved portions of McDuffie County.

While every effort has been made to ensure the accuracy and completeness of information in the RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their submittal all pertinent information in accordance with the objectives of the County.

PROPOSAL FORMAT

All questions must be fully answered. The Qualifications section does not count toward the Proposal 20-page limit. Copies of other documents may be attached, if clearly labeled. McDuffie County may contact each reference provided, as well as any entity referenced in response to any question. The Proposer warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate and complete. The Proposer also acknowledges that McDuffie County is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the Proposer is false, it shall constitute grounds for immediate termination or rescission by McDuffie County of any subsequent agreement between the County and the Proposer.

- Qualifications of Proposer.
 - Legal Name
 - Permanent Main Office address
 - Current President or CEO Name
 - # years in that position
 - When organized
 - Where incorporated
 - How many years have you been engaged in delivering rural broadband service in Georgia?
 - General character of the work performed by your company
 - Financial Status
 - Have you ever failed to complete any work awarded to you? If so, where and why?
 - Have you ever defaulted on a contract? If so, where and why?
 - Attached financial statements for the past three (3) years
 - Has Proposer, or any of its parents or subsidiaries, ever had a bankruptcy petition filed in its name, voluntarily or involuntarily? If yes, please specify the date, circumstances, and resolution.
 - Has any majority shareholder ever had a bankruptcy petition filed in his/her name voluntarily or involuntarily? If yes, please specify the date, circumstances, and resolution.
 - Is the Proposer currently in default on any loan agreement or financing agreement with bank, financial institution or other entity? If yes, please specify the details, circumstances, and prospects for a resolution.

- What is the Proposer’s current bonding capacity? Unencumbered bonding capacity?
- Please identify the Proposer’s surety company.
- Please provide the name, address and telephone number of the Proposer’s current surety agent or underwriting contact.
- Have performance or payment bond claims ever been made to a surety for this contractor on any project, past or present? If yes, please state the approximate date of each claim and identify whether the surety paid any?
- In the past five years, has any surety company refused to bond the Proposer on any project? If yes, please specify the reasons given for that refusal and the name and address of the surety company.
- In the past five years, has any surety company refused to bond the Proposer’s parent or subsidiaries on any project? If yes, please specify the reasons given for that refusal and the name of the surety company.

- REFERENCES

- Provide two (2) bank references
 - Name
 - Address
 - City and State
 - Contact
 - Phone
- Name at least two major subcontractors
 - Name
 - Address
 - City and State
 - Contact
 - Phone
- List experience in projects of reasonably similar nature, scope and duration performed by Proposer in the last seven (7) years. Consider design, build, operation and maintenance of rural broadband networks similar to this project. Identify projects performed in Georgia.

| Project | Location | Reference (Decision-maker) | Reference Phone # |
|---------|----------|----------------------------|-------------------|
| | | | |
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- Background and experience of the principal members of your organization, including the officers.
- List of Subcontractor(s): Firm Name and Description of Work
- Proposer and Subcontractors must comply with e-Verify. Complete accompanying e-Verify Affidavit(s)
- Proof of Insurance
- E-Verify. Contractor and Subcontractors must comply. See e-Verify forms at end of RFP.

- Proposal Submission. The submission of a Proposal will constitute an incontrovertible representation that Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing and furnishing the work.
- Contract Security. The General Conditions and Supplementary Conditions set forth McDuffie County requirements as to performance and payment bonds. When the successful Proposer delivers the executed Agreement to McDuffie County, it must be accompanied by the required performance and payment bonds.
- Laws. Proposer shall comply with Local, County, State and Federal laws applicable to the work.
- American Rescue Plan Act State Fiscal Recovery Fund Broadband Infrastructure Award. Proposer must comply to the extent applicable to the Terms and Conditions executed between the Governor’s Office of Planning and Budget and the McDuffie County Board of Commissioners provided in “Exhibit A”.
- Department of Labor. The Proposer shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL-91-54). The regulations are administered by the Department of Labor and the Proposer shall allow access to the project to personnel from that Department.
- Insurance. The Proposer shall not commence work under this contract until he has obtained the insurance required. Certificate of Insurance, including certificate of insurance for any sub-contractors to perform work under this contract. Responsible bidders shall meet the following insurance requirements:
 - The approved responsible bidder shall take out and maintain during the life of this Contract the various types and amounts of insurance as required to protect the approved Contractor, the Owner, officials and representatives of the Owner, and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them.
 - Without restricting the obligations and liabilities assumed under the Contract Documents, the Contractor shall at his own cost and expense, purchase and maintain in force until expiration of the Contract, the below listed forms of insurance coverage.
 - Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall contain a separate express statement of compliance with each of the requirements as set forth in this Section.

Certificate Holder Should Read:

McDuffie County Board of Commissioners
210 Railroad Street
Thomson, GA 30824

- All policies as hereinafter required shall be so written that the Owner will be notified of cancellation, expiration or restrictive amendment at least 30 days prior to the effective date of such cancellation, expiration or amendment.
- Item A - Workers Compensation and Employer's Liability Insurance: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The

- policy must include Employer's Liability with a minimum limit of \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease-each employee.
- Item B - Comprehensive General Liability Insurance: Shall have minimum limits of \$1,000,000 per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, XCU Coverage, Blanket Contractual Liability Coverage, Personal Injury Coverage, and Fire Legal Liability.
 - Item C -Owner's Protective Liability Insurance: (Separate Policy Required) In the name of the owner, additional insured with a minimum limit of \$1,000,000.
 - Item D -Comprehensive Automobile Liability Insurance: Shall have minimum limits of \$1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include, Owned vehicles, Hired and Non-Owned Vehicles.
 - NOTE: In B & C Underlying must equal \$1,000,000. Underlying plus Excess must equal \$1,000,000.
 - Item E - Umbrella Liability Insurance: Shall have \$1,000,000 limit of liability with the same coverage as Items A, B, C and D above.
 - McDuffie County Board of Commissioners is to be included as an Additional Insured on all Liability Policies. Current and valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30-day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage. All Insurance Policies must be written on an Occurrence Basis.
 - It shall be the responsibility of the contractor to ensure that all subcontractors comply with the same specified insurance requirements.
 - Certificates of insurance, policies, bonds, and any other requirements must be forwarded to the Owner.
 - Insurance Companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and has an AM Best rating of A-6 or greater.
 - This Contract shall be null and void and of no effect unless the Operator shall, before entering upon the performance thereof, secure Worker's Compensation Insurance for the benefit of and keep insured, during the life of said Contract, all employees engaged thereon and to fully protect the Owner as required by existing law, or as such may be amended. In case the Contractor shall sub-contract any portion of the Work, he shall require that all employees of the sub- contractor be properly covered by such Worker's Compensation Insurance.

McDuffie County will consider the qualification of the Proposer with respect to permanent place of business operations, adequate plant and equipment to do the work properly and expeditiously, suitable financial status to meet obligations incidental to the work, and has appropriate technical experience. McDuffie County may consider the qualifications and experience of Subcontractors, Suppliers and other persons and organizations proposed for the Work.

PROJECT DESCRIPTION

Overview:

McDuffie County plans to build a fiber-based 100/10Gbps broadband network with a minimum symmetrical

100Mbps/100Mbps Fiber-To-The-Premise (FTTP) access to all unserved locations in unincorporated, rural McDuffie County. The planned service area is the unincorporated portion of the McDuffie County, GA (excludes the City of Thomson). The zip code is 30824. The census tracts are 60100 and 60200. The McDuffie County Broadband network will be a game-changer for the County and its residents.

McDuffie County has made a three-year build-out commitment to the State of Georgia and is seeking Partner(s) to design, build, operate and support a rural broadband network.

Definitions:

1. Broadband or broadband service – with reference to this RFP, 100/10Gbps broadband network with a minimum symmetrical 100Mbps/100Mbps Fiber-To-The-Premise (FTTP) access.
2. Unserved –the term “unserved” with respect to a household, means (a) the household lacks access to qualifying broadband service and (b) no broadband provider has been selected to receive or is otherwise receiving Federal or State funding subject to enforceable buildout commitment to deploy qualifying broadband service where the household is located by a date certain. McDuffie County has identified **2,405 unserved homes and businesses** unserved locations in rural, unincorporated McDuffie County.

ELIGIBILITY INFORMATION

Eligibility:

An experienced full service broadband service provider is eligible to propose to design, build, operate and support the McDuffie County Broadband network. Preference is afforded to experienced full service broadband service providers with at least 10 years of documented and demonstrated experience in delivering rural FTTP broadband in the Southeast Georgia.

Single Proposal:

McDuffie County will accept only one (1) proposal version provided from a full-service broadband service provider to McDuffie County, identically in two formats: digitally via email and a printed package delivered to McDuffie County address.

PROPOSAL AND SUBMISSION INFORMATION (ONE DIGITAL AND ONE PRINTED COPY)

A. Address

Email address dcrawley@thomson-mcduffie.gov

Street address

McDuffie County Board of Commissioners
210 Railroad Street
Thomson, GA 30824
ATTN: McDuffie County Broadband Network

B. Project Content

i. Project Narrative

The project narrative is a word-processed document of not more than 20 pages responsive to the RFP requirements. Attachments do not count toward the 20 pages.

ii. Project Network Design: Logical and Physical (system and network)

The project network design includes the logical system design and the physical network design. Include a description of the type of technology proposed.

iii. Project Scalability

Describe how the network can scale over time for greater capability.

iv. Project Milestones and Timeline

Describe the network milestones and timeline in terms of critical design and build/construction milestones. Include # miles completed, # households passed on an annual basis, # subscribers added annually. Confirm that construction will begin no later than December 2022.

v. Budget Narrative

1. Project Cost

Project costs need to specify: (1) Equipment costs and suggested manufacturer(s), (2) Construction cost to acquire, bury, splice and test fiber optic cable, vaults and drops, (3) Personnel / Consultants / Contract costs for design, staking, inspection and modifications to preliminary design, (4) Other costs – describe and (5) TOTAL PROJECT BUDGET.

2. Project Justification of Costs

Project justification of costs needs to describe each of the line items outlined in the Project Cost in detail.

3. Services Offered and Rate Sheet

Project service(s) offered and rate sheet(s) needs to specify the service, its description, and rates for installation and monthly use for the FTTP network in rural McDuffie County. Include residential and business services and rates.

4. Commitment to Meet In-Service Timeline

Project Milestones and Timeline need to outline the major deliverables. Explain how you commit to meeting the Timeline plan.

vi. Capabilities and Competencies

1. Experience in deploying and supporting rural broadband networks

Identify and name proven, active, sustained rural 100/10 Gbs broadband networks

deployed with at least five (5) FTTH subscribers in McDuffie County. Identify (city, county, state) where headquarters with operations support is located in support of rural broadband networks.

2. Project Team – roles, responsibilities, capabilities

Identify the proposed project team, their roles, responsibilities, and capabilities.

3. Resumes of Key Project Personnel

Provide resumes for at least 5 key project personnel.

4. Effectiveness Processes and Tools

Identify processes and tools used in the design, build, operations, and support phases of the network project.

5. Broadband Partnership with McDuffie County

Describe your experience in providing support to McDuffie County for broadband network development.

Confirm your willingness to enter and sign a Public-Private Partnership Agreement for McDuffie County Broadband within 30 days after proposal selection.

vii. Customer Service

- Provide customer service metrics of customer satisfaction completed within the past 12 months.
- Describe Level of Service provided to respond to trouble calls and timeframe expected.
- Provide location of US-based customer service support location. (city, state)
- Provide location of escalated US-based customer service support location. (city, state)
- Describe the Proposer’s written safety plan
- Describe the Proposer’s Labor policy

viii. Pro-Forma Financial information

Provide Pro-Forma demonstrating the sustainability of the rural broadband network.

C. Proposal Format

- i. **Font size.** Font should be at least 11 font size.
- ii. **Line Spacing.** Single or double spaced. Space between paragraphs.
- iii. **Page Layout.** Page size 8 ½” x 11”. Portrait layout, unless landscape needed for spreadsheets, diagrams, charts.
- iv. **Page Limit.** 20 pages single spaced. 40 pages double spaced.
- v. **Page Numbering.** Required
- vi. **Typed Document.** Required

- vii. **Signed Proposal.** Require.

D. Evaluation Criteria

| | |
|--|------------------|
| | TOTAL 100 points |
| i. Affordability of Network Design, Build, Launch | 25 points |
| ii. Affordability of Services Offered | 15 points |
| iii. Project Viability | 30 points |
| 1. Network Capacity, Performance and Scalability | |
| 2. Organization Capability | |
| 3. Level of Support (LoS) | |
| iv. Locality | 30 points |
| 1. Local FTTP Rural Broadband Reference Sites | |
| 2. Customer Support | |

BINDING OFFER:

Each Bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening unless the bidder takes exception to this provision in writing.

RFP SUBMISSION:

Companies who wish to respond must submit an original and one digital copy (in PDF format) of the proposal in sealed opaque envelope/package marked "McDuffie County Broadband Network Services Proposal". Fax and/or e-mail responses will not be acceptable. Responses to the RFP will be accepted until 3:00 p.m. on July 18, 2022. Responses must be submitted to the following:

Mr. David Crawley, County Manager
McDuffie County Board of Commissioners
210 Railroad Street
Thomson, Georgia 30824

A bid opening meeting will be conducted July 18, 2022 at 3:00 p.m. in the second-floor training room of the Thomson-McDuffie Government Center, located at 210 Railroad Street, Thomson, Georgia, 30824.

Failure to comply with directions in this RFP, or omission of requested information could result in disqualification of your firm's submittal.

McDuffie County reserves the right to reject any and all proposals, to waive any informalities or technicalities and to accept the proposal which in the judgement of the property officials is in the best interest of McDuffie County.

Absolutely NO submittals will be accepted after 3:00 p.m. July 18, 2022.

CONTACT:

ALL QUESTIONS are to be directed to Mr. David Crawley, County Manager, email dcrawley@thomson-mcduffie.gov. All questions are to be received no later than fourteen business days (14) before the due date of the Request for Proposals. Responses to substantive questions will be issued via Addenda, and will be posted on the County web site: www.thomson-mcduffie.com/rfps. It is the responsibility of Proposers

to check the McDuffie County website for RFP information and amendments.

No organization is to discuss any aspect of this Request for Qualifications with any County or City employee without approval of the County Manager. This is to ensure that all prospective respondents have the same level of knowledge relative to the required services as well as ensuring the additional data is made available to all proposers.

TITLE VI:

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the successful Firm agrees that, during performance of this Agreement, the Firm, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the successful Firm agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

E-VERIFY:

It is the policy of the County that unauthorized aliens shall not be employed to perform work on contracts involving the physical performance of services. Therefore, Client shall not enter into a contract for the physical performance of services within the State of Georgia unless they provide an affidavit stating they comply with E-Verify (attached).

RESPONSIBILITY OF PROPOSER:

Request for Proposals must be signed by a Principal of the firm authorized to bind the proposer and it shall contain a statement to the effect that the Request for Proposals is firm for a period of at least ninety (90) days from the closing date of submission.

OWNERSHIP OF MATERIAL:

Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

PROHIBITION OF GRATUITIES:

Firms shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the McDuffie County Board of Commissioners for the purpose of influencing consideration of this qualification.

COST OF STATEMENT OF QUALIFICATIONS:

McDuffie County assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting Proposals and Pricing Information, or any work in connection therewith will be borne by the submitting firm or team of firms.

RESPONSIBILITY OF PROPOSER:

Request for Proposals must be signed by an authorized official to bind the proposer and it shall contain a statement to the effect that the Request for Proposals is firm for a period of at least ninety (90) days from the closing date for submission.

MISCELLANEOUS:

The proposer agrees that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further agrees that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract. All respondents must provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts of interest.

Proposals submitted are not publicly available until after award by the McDuffie County Board of Commissioners. All Proposals and supporting materials, as well as correspondence relating to this RFP becomes the property of McDuffie County when received. Any proprietary information contained in the qualification should be so indicated. However, a general indication that the entire contents, or a major portion, of the qualification is proprietary will not be honored.

OPEN RECORDS:

The contents of the proposals will not be made public until after an award and contract has been executed.

ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent by the County.

PROTEST PROCEDURES:

Right to Protest: Any actual firm, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Procurement Director. The protest shall be submitted in writing within five (5) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

The Procurement Director shall have authority to settle and resolve a protest of an aggrieved proposer concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing within ten (10) days. The decision shall state the reasons for the action taken. This decision shall be final and conclusive, unless the firm appeals administratively within five (5) days after receipt of decision to the McDuffie County Board of Commissioners. Any protest taken to the Board or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

QUALIFICATIONS AND AWARD BASIS

McDuffie County reserves the right to accept or reject any and all proposals or any parts of a proposal wherein its judgment, it will be in the best interest of the County; waive any technicalities/informalities in the RFP document and proposal process; and to qualify and award any or all of this contract in any manner in which McDuffie County, acting in the sole and exclusive exercise and discretion, deems to be in McDuffie County's best interest. Cost will not be the sole factor in the selection process. Affordability of network design, build and launch will represent 25%, affordability of services offered will represent 15%, project viability will represent 30% and locality will represent 30%, as further detailed above within the Evaluation Criteria. If no acceptable proposal is received, McDuffie County reserves the right to resolicit proposals at its sole discretion.

McDuffie County anticipates awarding the bid and executing a contract with the successful Bidder during the month of July 2022. The successful Bidder would be required to begin working within ninety (90) days

of bid award.

REFERENCES

Submission of a response authorizes McDuffie County to make inquiries concerning the Proposer and its officers to any persons or firms deemed appropriate by McDuffie County.

SERVICES REQUESTED:

Background

McDuffie County plans to build a fiber-based 100/10Gbs broadband network with a minimum symmetrical 100Mbps/100Mbps Fiber-To-The-Premise (FTTP) access to all unserved locations in unincorporated, rural McDuffie County. The planned service area is the unincorporated portion of the McDuffie County, GA (excludes the City of Thomson). The zip code is 30824, 30808, and 30814. The census tracts are 9501, 9502, 9503, 9504, and 9505. The McDuffie County Broadband network will be a game-changer for the County and its residents.

McDuffie County has made a three-year build-out commitment to the State of Georgia and is seeking Partner(s) to design, build, operate and support a rural broadband network.

DISCLAIMER

The County reserves the right to award a contract to the contractor that is deemed to best satisfy the requirements of this RFP and provide the services which are in the best interest of the County. The County reserves the right to reject any or all proposals and to waive formalities or non-material irregularities. The County reserves the right to negotiate the terms of the contract and the scope of services with successful bidder without re-solicitation. Contractors acknowledges that the preparation of proposal submissions are at the expense of the contractor.

Non-Collusion Affidavit

State of (Georgia)

County of McDuffie

_____, being first duly sworn, deposes and says that he or she is Agent of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Company Name : _____

Company Address : _____

Authorized Representative (Print Name): _____

Authorized Representative (Signature): _____

Date: _____

E-Verify Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of McDuffie County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Contract or

Name of Project

McDuffie County _____ Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ 2022, (city), _____ (state) _____

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2022

Notary Public

Date

BIDDER INFORMATION

Company Name: _____

Company Address: _____

Company Telephone #: _____

Company Website: _____

Authorized Representative (Print Name): _____

Authorized Representative (Signature): _____

Authorized Representative (Title): _____

Authorized Representative (Email): _____

Authorized Representative (Cell #): _____

Date: _____

Corporate Seal:

PROPSAL FORM
McDuffie County Broadband Network

Proposal submitted by _____ (“Proposer”) organized and

existing under the laws of the State of _____.

Doing Business As _____ as described herein for
McDuffie County.

Proposer agrees to provide services described herein and in accordance with the RFP documents for the prices stated below and to commence work within 90 days of bid award.

Proposer acknowledges receipt of the following ADDENDA: _____.

Proposal Information:

Number of Unserved Homes and Businesses

to be served by the Proposed Project:

Funding amount proposed by Proposer:

Total Proposed Project Cost:

Name and Signature of Authorized Representative*

Date

Attested By (Name and Signature)

Date

*By signing this form, I, on behalf of my company, agree to provide the services described herein in accordance with the requirements contained herein and if my company is awarded this contract, I agree that this signed bid response shall serve as the legal binding document concerning this contract.

Exhibit A

AMERICAN RESCUE PLAN ACT
STATE FISCAL RECOVERY FUND
BROADBAND INFRASTRUCTURE AWARD

TERMS AND CONDITIONS

GRANT APPLICATION NAME

McDuffieCountyRuralBroadbandExtension

About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the State in the form of reimbursement using grant funds to Grantee, McDuffie County from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (SFRF) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within the grant management system administered by the Governor’s Office of Planning and Budget (“OPB”), GeorgiaGrants, to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (SFRF).
5. **“Grant Agreement”** or **“Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
6. **“Grantee”** means the undersigned
McDuffie County
7. **“OPB”** means the Governor’s Office of Planning and Budget.
8. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
9. **“State”** means the State of Georgia.

2. General Requirements and Conditions

2.1 **Applicability of Grant Agreement and Provisions**

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations

pertaining to the Grant close-out, cooperation and provision of additional information, return of Grant funds, audit rights, records retention, public information and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement pertain only to expenses incurred to build broadband internet infrastructure as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between March 3, 2021 and October 31, 2026 or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the performance period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the broadband internet infrastructure project identified in the Grantee’s application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final project budget to OPB prior to beginning work on the project. Work on the project shall not begin until the proposed final project budget is approved in writing

by OPB.

Any proposed revision to either the scope of the approved broadband internet infrastructure project or to the approved final budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the project or the project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Imposing sanctions;
2. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
3. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
4. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
5. Disallowing claims for reimbursement;
6. Wholly or partially suspending or terminating the Grant;

7. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
8. Taking other remedies or appropriate actions.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

The State, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A, 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General¹ and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to

¹ See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. Part 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

| | |
|---------|--|
| NAME | Charles G. Newton, IV |
| ADDRESS | 210 Railroad Street Thomson, Georgia 30824 |
| EMAIL | Charlie.Newton@thomson-mcduffie.gov |
| PHONE | 7065977300 |

If to OPB: Governor’s Office of Planning and Budget
2 Capitol Square SW
Atlanta, Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled “Verification of Lawful Presence Within United States” and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled “Security and Immigration Compliance.” This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with 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 at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. §

401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between March 3, 2021 and October 31, 2026 or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 [Reserved]

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOI.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations

hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed or other sanctions and penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department²:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review.

² [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

2. Damages covered by insurance.
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
4. Reimbursement to donors for donated items or services.
5. Severance pay.
6. Legal settlements.

The above is in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt 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 any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026 for expenses incurred between March 3, 2021 and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement

contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB, the respective Georgia Departments of Public Health and Community Health, CMS, and CDC, and cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period coincides with the performance period of March 3, 2021 through October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$3,817,531.00 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

Name: Charles G. Newton, IV
Title: Chairman
Email: Charlie.Newton@thomson-mcduffie.gov
Phone : 7065977300

2. Authorized User Two (Optional)

Name: David Crawley
Title: County Manager
Email: dcrawley@thomson-mcduffie.gov
Phone : 7065952112

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund (SFRF) created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. 902 (1966-1970) ; (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. 117 (1977); (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

- 23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- 24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
- 25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
- 26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
- 27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: *Charles G. Newton, IV*
 {{ \$s }}
 Charles G. Newton, IV (Mar 14, 2022 08:57 EDT)
 (Authorized Representative of Grantee)

Name: Charles G. Newton, IV }}
 Title: Chairman }}
 Date: Mar 14, 2022 signer1:date }}

Sig_es_:signer1:signature :dimension(width=75mm, height=12mm) }}

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Exec. Order 12549, 3 C.F.R. 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies 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 application been convicted of or had a civil judgement 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 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 or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- 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 on-going 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 OPB, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. 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)

4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. §§ 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Charles G. Newton, IV
[Charles G. Newton, IV \(Mar 14, 2022 08:57 EDT\)](#)
(Authorized Representative of Grantee)

Name: Charles G. Newton, IV
Title: Chairman
Date: Mar 14, 2022

EXHIBIT C
American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Charles G. Newton, IV (Print Name),
am the Chairman (Title)
of McDuffie County (“Grantee”)
SAM Number WQ19MNKUN8R6 and DUNS Number 026376681 and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia’s State Fiscal Recovery Fund (SFRF) created by the American Rescue Plan Act of 2021.

2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.

3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.

7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.

8. I acknowledge that the Grantee’s requests submitted for reimbursement from the federal funds allocated to the State of Georgia’s State Fiscal Recovery Fund (SFRF) as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

a. Are expenditures made in accordance with the terms of this agreement

Include all supporting documentation that clearly sets forth expenditures being claimed for reimbursement. Reimbursement will only be paid to the Grantee. All documentation is incorporated into the Grant Agreement by reference.

b. Were expenditures incurred during the period beginning March 3, 2021 and ending October 31, 2026 (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature: Charles G. Newton, IV
[Charles G. Newton, IV \(Mar 14, 2022 08:57 EDT\)](#)
(Authorized Representative of Grantee)
Name: Charles G. Newton, IV
Title: Chairman
Date: Mar 14, 2022

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

CN
CN

Exhibit A – Grantee Assurances

CN
CN

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

CV
CN

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature: *Charles G. Newton, IV*
[Charles G. Newton, IV \(Mar 14, 2022 08:57 EDT\)](#)
(Authorized Representative of Grantee)
Name: Charles G. Newton, IV
Title: Chairman
Date: Mar 14, 2022

SIGNATURE PAGE