



# REQUEST FOR PROPOSAL

## Fiber Testing

April 2026

## Request for Proposal

Presque Isle Electric & Gas Co-op (“PIEG” or “Owner”), issues this Request for Proposal (“RFP”) to engage a qualified and experienced contractor to assist in initiating a comprehensive fiber network restoration and validation effort following recent storm-related disruptions. This project focuses on the critical task of testing the network using advanced diagnostic methods—specifically Optical Time Domain Reflectometer (OTDR) and Intelligent Optical Link Mapper (IOLM) testing. These tests are essential for identifying major loss and reflection points within the network, with particular attention to backbone infrastructure such as transport rings and high-count fiber cables (e.g., 144 ct). The primary objective is to identify and document major loss points, reflection anomalies, and physical disruptions resulting from the March 2025 Ice Storm and compromising network integrity—such as downed trees, cable strain, or infrastructure displacement. The results will inform targeted repairs and ensure the network meets operational standards and FEMA restoration requirements.

This RFP does not include any construction, splicing, or installation activities. It is strictly limited to diagnostic testing and reporting. PIEG main office is located at 3149 Main St, Onaway, MI.

This project may be funded in whole or in part by the Federal Emergency Management Agency (“FEMA”), and/or other federal grants. As such, Respondents should have experience in projects similar in scope and size as well as FEMA requirements and federal, state, and local guidelines and regulations applicable to this project. All work will be completed in compliance with FEMA’s rules and guidance, as well as Federal laws, regulations, executive orders, and the federal cost principles at 2 C.F.R. Part 200.

**All proposals must be emailed, with the subject line as RFP Fiber Testing, to [stormrfp@pieg.com](mailto:stormrfp@pieg.com) by April 20<sup>th</sup>. Further instructions for proposal submission are contained in the RFP.**

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## General Information

### I. Instructions to Respondents

Respondents are expected to submit proposals that conform to the requirements of this RFP.

#### A. Proposal Submission

Respondents must submit one electronic copy of its signed proposal in PDF format via email by April 20<sup>th</sup> at 5p Eastern to the following, with the subject line referencing "RFP Fiber Testing":

**PIEG**  
VP of Accounting  
Randy Stempky  
[stormrfp@pieg.com](mailto:stormrfp@pieg.com)

Proposals received by any other means shall not be accepted. Respondents are cautioned that they are responsible for timely delivery of their proposal.

All proposals must be typed or written in ink and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal. Electronic signatures are permitted. Indefinite, ambiguous, incomplete, and conditional proposals, and proposals that otherwise fail to meet the requirements of this RFP, shall be grounds for rejection.

Costs of proposal preparation, attendance at the Pre-Proposal Conference, if any, or any other costs incurred to respond to this RFP are Respondents' sole responsibility. Owner assumes no responsibility for any such costs incurred by the Respondent or for any Respondent costs associated with any administrative or judicial proceedings resulting from the solicitation process.

#### B. Timeliness

Respondents may submit their proposals any time prior to the stated deadline. If a Respondent submits more than one e-mail containing a proposal, the latest received proposal prior to the deadline will be considered the Respondent's final response. It is the sole responsibility of the Respondent to ensure that its proposal is received by the deadline. Late proposals shall not be considered.

Any proposal may be withdrawn until the submission deadline. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of 180 days or until a contract has been awarded.

### II. Changes; Questions; Interpretations

Owner reserves the right, and has absolute and sole discretion, to cancel or change this RFP at any time prior to execution of a contract. Any changes will be made by addendum and posted to Owner's website. PIEG reserves the right to cancel the solicitation at any time.

Owner also reserves the right, at its sole discretion, to request clarification of information submitted, to request additional information, and to waive any technicality in proposals. Requests for additional or clarifying information should not be construed as an indication of selection to provide proposed services.

Questions or concerns regarding this RFP must be submitted via e-mail to the following contacts referencing "RFP Fiber Testing" in the subject line, by the deadline described in the RFP Timetable:

**PIEG**  
VP of Accounting  
Randy Stempky  
[stormrfp@pieg.com](mailto:stormrfp@pieg.com)

Contact with any other Owner representative regarding this RFP during the solicitation period without Owner's express permission may be grounds for disqualification. Owner will endeavor to respond to Proposers' questions or concerns by addenda. No oral interpretation of this RFP shall be considered binding.

Respondents shall not direct any queries or statements concerning this RFP to Owner staff during the selection process, from the time of submission of a proposal until the execution of a contract. Respondents failing to adhere to this requirement may be disqualified.

### III. The Work

**Exhibit A** details the work required to complete the Project. Respondents must familiarize themselves and base their proposals on the contents therein. Owner will not be liable for Respondents' failure to carefully review it in its entirety. Respondents must immediately notify Owner of any perceived conflicts, errors, or discrepancies in this RFP or projects documents.

### IV. Property of Owner

In accordance with applicable law, this RFP and any communications with respect to it, including but not limited to submitted proposals, may be considered within the public domain by virtue of the Owner's intent to submit the resulting costs to various grant programs for Federal and/or State reimbursement. Respondents should specifically identify any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing the applicable exempting law.

### V. RFP Timetable

The anticipated schedule for this RFP and contract approval is as follows (all times Eastern):

Questions from Potential Respondents Due	April 10 <sup>th</sup> at 5a
Issue Addendum (if necessary)	April 15 <sup>th</sup> at 5p
Proposal Due Date and Time	April 20 <sup>th</sup> at 5p
Proposal Evaluation (estimated)	April 22 <sup>nd</sup> at 5p

**Owner reserves the right to amend the anticipated schedule as it deems necessary.**

If Owner determines a Pre-proposal Conference is warranted, it will notify Respondents by issuing an addendum to this RFP indicating the time, date, location, and telephone conference information.

#### **VI. Standards of Conduct / Conflicts of Interest**

All Respondents shall submit a signed statement regarding conflicts of interest with their proposal on the form provided herein (**Exhibit B**).

#### **VII. Disclosure and Disclaimer**

This RFP, including associated documents, is provided without any warranty or representation, express or implied, as to its content, accuracy, or completeness and no Respondent or other party shall have recourse against Owner if any information herein shall be inaccurate or incomplete. Respondents shall carefully examine this RFP and all documents and familiarize themselves with all requirements prior to submitting a Proposal. Failure to ascertain the conditions of the work under this RFP shall not relieve the Respondent from its obligation to comply with all provisions and requirements of the RFP.

Owner may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. Owner may request clarification of information or may request additional information of any Respondent. Following submission of a proposal, each Respondent agrees to promptly deliver any additional details, information, and assurances requested by Owner.

Owner may cancel this RFP at any time before contract execution. Owner will endeavor, but is not required, to issue a notice of cancellation through its website. The notice shall identify the solicitation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

Any action taken by Owner in response to proposals submitted to this RFP, including making an award, declining to make any award, withdrawing, or canceling this RFP, either before or after issuance of the notice of intent to make an award, shall be without any liability or obligation on the part of Owner or its advisors. Any proposal submitted in response to this RFP is at the sole risk and responsibility of the party submitting such proposal.

Owner is not responsible for Respondents' costs to respond to this RFP, including any costs incurred to attend the Pre-Proposal Conference, if applicable, or costs associated with any administrative or judicial proceedings resulting from this solicitation process, if any.

Respondents to this RFP fully acknowledge all the provisions of this Disclosure and agree to be bound by the terms hereof.

## VIII. Contract Agreement / Compensation

The contract will include fee structure where pricing is itemized based on relevant units of measure (e.g., per feeder, per test type) and reflect all labor, equipment, and reporting costs associated with OTDR and IOLM testing.

The Parties agree that under no circumstances will the resulting agreement include a cost-plus-percentage-of-cost (“CPPC”) fee structure and Respondents should not include any CPPC markups in their price proposals. **Invoices shall not include CPPC fees and Owner will reject CPPC fees.**

Contractor warrants and agrees that they are familiar with or have performed a pre-ride / pre-testing review of a portion of the proposed testing area to make an informed and accurate bid submission for the project. The testing sites are located throughout the Northern lower peninsula of rural Michigan.

The terms and conditions of the resulting non-exclusive contract will be negotiated with successful Respondent(s). If Owner and the successful Respondent cannot agree on the terms and conditions of the resulting contract, Owner reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until Owner is able to enter into a contract with a Respondent that best meets Owner’s needs.

The contract must include the contract provisions required by 2 C.F.R. § 200.327 (formerly § 200.326) and FEMA guidance. For more information on these provisions see Exhibit H or visit FEMA’s website.

Owner reserves the right to award to more than one Respondent if it is in its best interests.

## IX. Insurance Requirements; Safety Precautions; and Limitation of Liability

Prior to execution of the Agreement, the selected Respondent shall submit one original certificate of insurance, signed by an authorized representative of the insurance company, demonstrating compliance with the following specifications. Notwithstanding any other provision of this RFP or the Agreement, Owner shall have no obligation to execute a contract or make any payment to the selected Respondent until all insurance requirements are met. The Certificate of Insurance shall be provided to:

**PIEG**  
VP of Accounting  
Randy Stempky  
[stormrfp@pieg.com](mailto:stormrfp@pieg.com)

At all times during the term of its contract, each Contractor shall maintain, in full-force and effect, the insurance as listed below. All insurances shall be issued by insurers and for policy limits acceptable to Owner. Successful Contractors must provide certificates of insurance or other evidence that the required insurance has been procured and is in force. In the event of

cancellation, non-renewal, or material modification affecting the certificate holder, thirty (30) days prior written notice will be given to Owner detailing the material changes to the insurance coverage limits.

Coverage	Minimum Limits of Liability
Commercial General Liability	\$5,000,000 bodily injury and property damage, each occurrence, including advertising and personal injury, projects, and completed operations.
	\$5,000,000 products/completed operations, independent Contractor’s liability, contractual liability, and coverage for property damage from perils of explosion, collapse, or damage to underground utilities
	\$10,000,000 general annual aggregate
Workers Compensation	Statutory Limits
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate
	Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per individual claim
	\$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor services rendered or which should have been rendered, pursuant to the Contract.
Property Insurance	The Contractor shall purchase and maintain property insurance covering the machinery, equipment, mobile equipment, and tools used or owned by the Contractor in the performance of services under the Contract. Once materials are delivered to the Contractor, the Contractor will be responsible for all materials misused, misplaced, lost or stolen. PIEG shall, under no circumstances, be responsible or liable for the loss, damage to, or disappearance of any machinery, equipment, mobile equipment and tools used or owned by the Contractor in the performance of services under the Contract.

The Contractor will be responsible for the payment of all deductibles or retentions under the policies of insurance purchased and maintained by it pursuant to the Contract. To the extent permitted by law all or any part of any required insurance coverage may be provided under an approved plan. Contractor’s insurer shall waive rights of subrogation.

Any Subcontractors utilized on the project shall carry in full force and affect commercial general liability, pollution liability, automobile liability, workers compensation, and employer liability insurance that complies with all terms of this section.

The Prime Contractor shall provide an additional insured endorsement from the Contractors' General Liability Insurance naming PIEG and NRTC Broadband Solutions as additional insured under a policy that cannot be cancelled absent forty-five (45) days' notice to the additional insureds.

#### X. Record Retention Requirements

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred to complete the project for at least ten years after completion of the Agreement resulting from this RFP. **Owner may reject any invoice that is not adequately substantiated.**

Owner shall have access to all records, documents, and information collected and/or maintained during performance of the Services. This information shall be made accessible to Owner at the Contractor's local place of business for purposes of inspection, reproduction, and audit, without restriction. If records are unavailable locally, it shall be the Contractor's responsibility to ensure that all required records are provided to Owner at the Contractor's expense.

The Contractor will be required to allow FEMA, or any other associated State or Federal agency, to audit and/or review all documents related to the work awarded under this RFP.

#### XI. Evaluation and Award

Owner has determined that it is in its best interest to consider multiple evaluation factors, including price, to ensure the Project is performed in a good and workmanlike manner consistent with all applicable requirements. As such, Owner's Evaluation Committee will evaluate and rank the most advantageous proposals in accordance with the criteria in this RFP. The Evaluation Committee may choose to conduct formal presentations/interviews with any or all Respondents prior to making an Award. Owner reserves the right to request Best and Final Offers (BAFOs), if it deems doing so is in its best interest.

Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. The selected Respondent will be notified in writing with an intent to award letter. Owner reserves its right to award the contract to other than the lowest priced offeror.

As part of the evaluation process, Owner may investigate references, including but not limited to, a record check of consumer affairs complaints. Submission of a proposal in response to this RFP constitutes acknowledgment of the investigation process and consent to Owner's investigation.

While Owner allows Respondents to specify any desired variances to the RFP terms, conditions, and specifications, Owner will consider the number and extent of variances specified in determining the Respondent whose proposal is most advantageous to Owner.

##### A. Evaluation Criteria and Scoring

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations

(with associated weighting). To be considered “Qualified,” a Respondent must receive a minimum of 70 points.

EVALUATION CRITERIA	Maximum Points
Cost Effectiveness 1. Price proposal 2. Approach to ensuring reimbursement of FEMA-eligible costs	30
Project Approach 1. Contractor’s general approach to the Project, including team organization, schedules, quality assurance, and maintenance of documentation 2. Contingencies / requirements of Owner 3. Capacity for multiple contractual obligations	20
Experience and Qualification 1. Experience with similar entities 2. Experience with FEMA requirements 3. Staff qualifications and subject knowledge 4. Evidence of experience and skill	30
Industry Reputation 1. Prior experience with three similar projects 2. References from at least three entities for similar projects or work	20
Total	100

Owner will not consider any proposals submitted by parties that are debarred, suspended, or otherwise excluded from participation in Federal assistance programs and activities.

## **XII. Proposal Format**

Proposals shall be in a clear, concise format, on 8 1/2” x 11” paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may result in disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal.

Only one proposal may be submitted by each Respondent. Failure to submit the required documentation in the format identified below may cause the proposal to be rejected. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal. Electronic signatures are permitted for proposals submitted via email.**

#### A. Table of Contents

#### B. Cover Letter (not to exceed two pages)

This letter must be signed by an authorized individual and empowered to bind the Contractor to the provisions of this RFP and any Contract awarded pursuant to it. It will summarize Respondent's business operations, when the business was established, its general approach to projects, and why Respondent should be selected. The Letter should also summarize:

- Respondent's understanding of the scope of services, evidenced by previous experience, references, and other relevant information.
- Respondent's authorized agent's signature and agent's title or authority.
- If more than one firm is named on the Letter, a legal document showing the firms' relationship shall be submitted showing the legality thereof. Owner may request any other additional information necessary to verify Respondent's status. Owner will not consider submittals that identify a joint partnership to be formed.

The letter must contain the following:

- The legal name of the Contractor
- Business Address
- Primary Point of Contact (POC) (Authorized to Bind the Company)
- Primary POC Telephone Number
- Primary POC Email Address
- A statement confirming that the Contractor is qualified, licensed, insured, and otherwise authorized to perform fiber optic testing services as outlined in this RFP.
- Company Federal Employer Identification Number (FEID)
- Projected crew size and composition for the duration of the testing schedule
- Confirmation of testing capabilities, including the types of equipment to be used (e.g., OTDR, IOLM) and the number of feeders the Contractor can test per week

#### C. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of addenda issued by Owner. Each Respondent is responsible for obtaining addenda.

#### D. Proof of Licenses (unlimited pages)

Respondents shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered;
- Statement or proof of required insurance;
- Proof of Respondent's Business Tax Receipt (as applicable); and

- Other Proof of Specific Qualifications.

#### E. Cost Effectiveness (one page)

Respondents are to provide a price proposal as identified in **Exhibit C** of the RFP. Contractors are encouraged to include any assumptions, exclusions, or optional services that may affect pricing. All submitted pricing must align with the scope and schedule outlined in this RFP.

#### F. Project Approach (unlimited pages)

Provide a narrative description of intended methods of performing the work with an organizational chart related to the work, the time needed to mobilize, Respondent's approach to communication and reporting strategies for key stakeholders, Project approach and cost management, overview of Respondent's quality assurance process, and proposed Project schedule. In addition, the Respondents shall also identify the proportion of personnel that are employees versus independent contractors or subcontractors and, likewise, the proportion of equipment that is owned versus leased, rented, or subcontracted.

#### G. Successful Experience and Qualification of Staff (limited to two pages plus resumes)

Provide a summary of work performed for cooperatives, including any similar services provided in response to a disaster or emergency, if any, and other experience that is relevant to the Project, including experience with FEMA-funded projects. Information regarding dedicated staff and current workload should be provided. Resumes (not exceeding two pages per person) of key personnel should be included, as well as the company safety record for the previous three years.

Contractor must meet the following qualifications:

- The Contractor must be capable of performing comprehensive fiber optic testing using Optical Time Domain Reflectometer (OTDR) and Intelligent Optical Link Mapper (IOLM) equipment across the entire network, including all designated distribution feeders, in accordance with the project schedule and technical standards outlined in this RFP.
- The Contractor must have verifiable experience conducting fiber network testing projects of similar size, scope, and complexity, with a demonstrated ability to identify loss points, reflection anomalies, and physical disruptions in high-count fiberoptic backbone infrastructure such as transport rings and fiber distribution cables.
- All testing personnel, including field technicians and project management staff, must be fluent in English, capable of reading and interpreting electronic prints, and able to operate digital mapping tools on laptops or tablets in the field. All network maps and documentation will be provided in electronic format only.
- The Contractor must be in good standing with the FCC and the State of Michigan. Any bidder found to be in FCC red-light status will be immediately disqualified. Contractors appearing on government wide exclusion lists for having been suspended or debarred are not eligible to participate in this work.

- The Contractor must provide training qualifications for each crew foreman to PIEG and the NRTC OSP Manager prior to the start of any testing activities. The Contractor must provide and maintain all testing equipment, including calibrated OTDR and IOLM devices, launch and receive cables, and any other tools necessary to complete the scope of work. PIEG will not supply testing equipment.
- The Contractor must employ sufficient back-office staff to support timely invoice generation, validation, and submission of appropriate backup documentation to meet PIEG and NRTC requirements.

#### H. Similar Projects and References (unlimited pages)

Respondents shall provide a minimum of three similar projects on the form provided (see **Exhibit D**) and include whether the project was completed on time and within budget. Respondents shall provide a minimum of three references on the forms provided (see **Exhibit E**) demonstrating their experience and/or skill with similar projects. Prior experience and skill with other rural electric cooperatives is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

#### I. Default, Termination, Litigation, Debarment, etc. (unlimited pages)

Respondents should provide a summary of any default, termination, litigation, or debarment against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this RFP or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, or debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Respondents must also sign and return the Certification Regarding Debarment, Suspension and Other Responsibility Matters and the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements attached hereto as **Exhibits F and G**, respectively.

#### J. Appendix – Other Relevant and Supporting Documentation (optional).

Respondent must submit all other exhibits not identified above in this section.

#### K. Required Forms (Provided for Reference; No Section “K” Required in Proposal Submission)

Respondents must submit the following forms with their proposals. Failure to provide the following forms will negatively impact a proposal’s scoring.

- Conflict/Non-Conflict of Interest Statement (attached hereto as Exhibit B)
- Price Proposal Form (attached hereto as Exhibit C)
- Similar Projects Form (Exhibit D)
- References (attached hereto as Exhibit E)

- Certification Regarding Debarment, Suspension and Other Responsibility Matters (attached hereto as Exhibit F)
- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (attached hereto as Exhibit G)

### **XIII. Representations by Submittal of Proposals**

By submitting a proposal, Respondent warrants, represents, and declares that:

- 1) The person(s) designated as principal(s) of the Respondent is (are) named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- 2) The proposal is made without connection, coordination, or cooperation with any other persons, company, firm, or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- 3) The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between Owner and the Respondent.
- 4) By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
- 5) Respondent recognizes and agrees that Owner will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.
- 6) The Respondent has not participated in developing or drafting this RFP.

### **XIV. Protests**

All decisions of Owner with respect to this RFP and resulting contract award will be final and not subject to challenge or protest.

### **XV. Exhibits**

This RFP consists of the following exhibits (which are incorporated herein by reference):

- Exhibit A – Project Information
- Exhibit B - Conflict/Non-Conflict of Interest Statement
- Exhibit C - Price Proposal Form
- Exhibit D - Similar Projects Form

- Exhibit E - References Form
- Exhibit F - Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit G - Lobbying Certification
- Exhibit H - Required Federal Terms

END OF RFP – RFP EXHIBITS FOLLOW

## Exhibit A: Project Information

Presque Isle Electric & Gas Co-op (PIEG) has engaged NRTC Broadband Solutions to manage the restoration and validation of its rural fiber optic network, which was originally designed to deliver high-speed broadband Internet access to unserved and underserved communities and which suffered damage as a result of the March 2025 Michigan Ice Storm. As part of the disaster restoration effort, PIEG is seeking a qualified contractor to perform diagnostic testing across its network (including 10 huts).

The selected contractor will report directly to the NRTC Broadband Solutions Project Manager and Outside Plant (OSP) Team for all testing-related coordination and inquiries. All testing work will be subject to inspection by NRTC Broadband Solutions and PIEG prior to invoice approval.

It is the responsibility of the selected Contractor to perform comprehensive fiber optic testing across all designated distribution feeders as outlined in this RFP. PIEG and NRTC Broadband Solutions are not responsible for any omissions, misinterpretations, or failure to identify requirements necessary to complete the Scope of Work (SOW).

The awarded Contractor shall:

- Coordinate with PIEG and NRTC Broadband Solutions: Attend a pre-testing kickoff meeting with representatives from PIEG and the NRTC Broadband Solutions Project and OSP Management teams to review expectations, testing protocols, and reporting formats.
- Provide All Testing Resources: Furnish all labor, supervision, quality control, calibrated OTDR and IOLM equipment, launch and receive cables, and any necessary accessories to complete the testing scope. PIEG will not supply testing equipment. Certified calibration dates of testing devices must be within 6 months of the testing date.
- Perform Testing According to Standards: Conduct OTDR and IOLM testing on all assigned feeders, focusing on identifying major loss points, reflection anomalies, and physical disruptions (e.g., downed trees, cable strain). Testing must be bi-directional at 1310 nm and 1550 nm wavelengths using an IOR of 1.473, with a minimum 500-meter launch and receive cable.
- Submit Test Results and Documentation:
  - Provide electronically documented test results for each feeder, including footage, dB loss, and continuity verification. Reports must be submitted in a format acceptable to PIEG and NRTC Broadband Solutions.
  - To support audit trails, test data must be timestamped and raw OTDR/IOLM files should be included (e.g., .SOR format).
  - Test results must be submitted within 48 hours of completion for each feeder.
  - Test results should be submitted one feeder at a time, as completed.
- Ensure Compliance and Safety: Adhere to all Federal, State, and local regulations, including safety standards outlined in 29 C.F.R. 1910.269 and the National Electrical Safety Code

(NESC). Only qualified personnel may perform work within Minimum Approach Distances (MAD) if such work areas are encountered.

- Maintain Communication and Responsiveness: Respond promptly to inquiries, complaints, or issues raised by PIEG, NRTC Broadband Solutions, or community members. All complaints must be addressed within one business day, with a documented resolution process.
- Use Approved Digital Tools: Submit daily testing progress and production data through the approved NRTC Broadband Solutions application, accessible via standard web browsers and compatible with iPad/Android tablets.
- Report Incidents Promptly: Any strikes or damage to utilities or property must be reported to the utility owner and submitted to NRTC Broadband Solutions within two hours of the incident.
- Submit Weekly Invoices: Provide weekly invoices to the NRTC Broadband Solutions Project Manager and OSP Manager, supported by verified production data.
- Request Changes Formally: Submit any change requests via email to NRTC Broadband Solutions. Approved changes will be communicated electronically.
- Ensure Crew Readiness: No crew may begin work until they have met with an NRTC Broadband Solutions representative for a standards and safety review and sign-off. The Prime Contractor is responsible for ensuring all crews and subcontractors comply with testing standards and safety requirements.

This is a testing-only engagement. PIEG will not be supplying materials or hardware for installation. The contractor is responsible for providing all necessary testing equipment—including calibrated Optical Time Domain Reflectometer (OTDR) and Intelligent Optical Link Mapper (IOLM) devices—and for ensuring that all equipment meets industry standards for accuracy and reliability. The contractor will also be responsible for the secure handling and reporting of all test data collected during the project. All deliverables produced by the contractor related to this work shall be in digital format and uploaded to the location specified by PIEG.

Attachments:

NRTC Broadband Solutions Contractor Safety Requirements Program rev 4



NRTC Broadband  
Solutions Contract

Best Practices, Guidelines, and Regulation reference documents:

- ANSI - American National Standards Institute  
<https://www.ansi.org/>
- TIA/EIA - Telecommunications Industry Association/Electronics Industry Alliance  
[www.tiaonline.org/](http://www.tiaonline.org/)
- FCC - Federal Communications Commission  
<https://www.fcc.gov/>

- BICSI - Telecommunications Distribution Methods Manual  
[https://www.bicsi.org/book\\_details.aspx?Book=TDMM-CM-13.0-v5&d=0](https://www.bicsi.org/book_details.aspx?Book=TDMM-CM-13.0-v5&d=0)
- BICSI - Cabling Installation Manual  
<https://www.fvtc.edu/LinkClick.aspx?fileticket=mYb9svfGJzc%3D&portalid=0>
- NEC - National Electric Code
- NESC - National Electric Safety Code
- RUS - Rural Utility Service
- USDA/RUS Specifications for the Power Space. (REF 1, 2, & 3)  
[https://www.rd.usda.gov/files/UEP\\_Bulletin\\_1728F-810.pdf](https://www.rd.usda.gov/files/UEP_Bulletin_1728F-810.pdf)
- OSHA Safety Standards CFR 1910.268  
[https://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=9867](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9867)

## Exhibit B: Conflict/on-Conflict of Interest Statement

### CHECK ONE

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

### OR

- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

### Litigation Statement

### CHECK ONE

- The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.
- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Failure to check the appropriate boxes above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

Signed, as to both statements:

---

Company Name

---

Authorized Signature

---

Name (Print or Type)

---

Title

Exhibit C: Price Proposal

Service	Unit	Rate	Quantity <sup>1</sup>	Total
OTDR Testing (Single Mode Fiber)	Per fiber link	\$_____		\$_____
Insertion Loss Testing	Per fiber link	\$_____		\$_____
Visual Fault Location	Per incident	\$_____		\$_____
Documentation and Reporting	Per project	\$_____		\$_____
[Contractor may add additional costs, if necessary]				

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<sup>1</sup> Quantity is an estimate and for price proposal purposes only and subject to change.

**Exhibit D: Similar Projects Form**

List three (3) similar projects successfully completed in the past five (5) years by the individual, firm, or project manager assigned to the project. Attach additional sheets if necessary.

Completed Project #1

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

\_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Completed Project #2

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

\_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Completed Project #3

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

\_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

**Exhibit E: References**

List three references for whom you have provided similar projects successfully completed in the past five years. These references can be the same as the projects listed in Exhibit D. Attach additional sheets if necessary.

Completed Project #1

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Completed Project #2

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

Completed Project #3

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

(month/year)

(month/year)

Name(s) of assigned personnel:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

## Exhibit F: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

### Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount.
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

### **Instructions for Certification**

1. By signing and submitting this proposal or agreement, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this proposal or agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this proposal or agreement that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations

for lower-tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

Contractor Name	Contract Number
Name	Title
Signature	Date

## Exhibit G: Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

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CONTRACTOR Name

---

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

## Exhibit H: Federal Terms

### FEMA Required Contract Provisions:

#### 1. REMEDIES (applicable contracts over the SAT (currently, \$250,000))

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, Applicant may exercise any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, Applicant may in its sole discretion:

- (i) elect to have the Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;
- (ii) hire another contractor to perform the work and deduct any additional costs incurred by Applicant as a result of substituting contractors from any amounts due to Contractor; or
- (iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit Applicant's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

#### 2. TERMINATION FOR CONVENIENCE (applicable to contracts over \$10,000)

This Contract may be terminated, in whole or in part, without cause, in accordance with the terms of the original Contract to which this addendum is made a part; or, if none specified, this Contract may be terminated for convenience, in whole or in part, without cause, by either party upon 30 calendar days' prior written notice to the other party. Upon such termination, the Contractor waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Contractor, Applicant shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. In the event of termination by the Contractor without cause, the following shall apply: (1) all bonds shall remain fully in force to ensure Applicant's ability to construct the project for the Contract amount; (2) the Applicant shall have the right to, at its option, solicit bids for the completion of the unfinished portion of the work, or to negotiate with the number two bidder under the original solicitation; and (3) the Contractor and his surety shall be jointly and severally responsible for all costs over the original Contract amount incurred by Applicant in completion of the project, in addition to liquidated damages and construction costs; such costs may include engineering, advertising, and administrative expenses incurred with the solicitations of bids for the completion of the unfinished portion of the work. In the event of termination without cause by either party, the obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract.

### 3. TERMINATION FOR CAUSE (applicable to contracts over \$10,000)

This Contract may be terminated, in whole or in part, for cause, in accordance with the terms of the original Contract to which this addendum is made a part; or, if none specified, Applicant reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:

- (i) Lack of funding. Lack of, or reduction in, funding or resources, in which instance, Applicant shall provide the Contractor ten calendar days' written notice of such termination or lack of funds;
- (ii) Non-Performance. The Contractor's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by Applicant. Termination, in whole or in part, by Applicant under this Section may be made at Applicant's option and without prejudice to any other remedy to which Applicant may be entitled to at law or in equity, or elsewhere under this Contract, by giving 30 calendar days' written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. Applicant shall not pay for work, equipment, services, or supplies that are unsatisfactory or unauthorized, provided that "unsatisfactory" materials are in noncompliance with the terms herein. At Applicant's sole discretion and with written notice by Applicant, the Contractor may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. Applicant will consider a reasonable time to be 30 calendar days to cure any problems and/or deficiencies with the Contractor's performance, such problems and/or deficiencies being determined by Applicant. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in any way limit or waive Applicant's right to terminate this Contract under any other provisions herein.
- (iii) The Contractor's improper, misuse, or inept performance of services under this Contract;
- (iv) The Contractor's failure to comply with the terms and provisions of this Contract;
- (v) The Contractor's submission of invoices, data, statements, or reports that are incorrect, incomplete, or false in any way;
- (vi) In Applicant's sole discretion, if termination is necessary to protect the health and safety of clients;
- (vii) If the Contractor becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; or

- (viii) The Contractor's inability to perform under this Contract due to judicial order, injunction, or any other court proceeding.

In the event of termination, Applicant may take possession of the premises and all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date, subject to any setoffs due to Applicant in completing the Project and for reimbursement of damages incurred. Applicant may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the work. If the expense incurred by Applicant to finish the work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to Applicant. The expense incurred by Applicant as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If Applicant makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination for convenience, without cause, as described in Section 2 of this Addendum. The Contractor agrees that it shall be entitled to no damages, allowances, or expenses of any kind other than as provided in this Contract in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit, and the like.

#### 4. COMPLIANCE WITH CLEAN AIR ACT (applicable to contracts over \$150,000)

- (i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- (ii) The Contractor agrees to report each violation to Applicant and understands and agrees that Applicant will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
- (iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

#### 5. COMPLIANCE WITH CLEAN WATER ACT (applicable to contracts over \$150,000)

- (i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*
- (ii) The Contractor agrees to report each violation to Applicant and understands and agrees that Applicant will, in turn, report each violation as required to assure

notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

- (iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

## 6. SUSPENSION AND DEBARMENT (for all contracts)

Federal regulations restrict Applicant from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).

- (i) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (ii) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- (iii) This certification is a material representation of fact relied upon by Applicant. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Applicant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## 7. BYRD ANTI-LOBBYING AMENDMENT (applicable to all contracts over \$100,000)

By executing this Addendum, Contractor makes the certification below, which is found at Appendix A, 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

8. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS (for all contracts awarded or related to disasters declared, before October 1, 2024)

If Contractor intends to subcontract any portion of the work covered by this Contract, Contractor should ensure small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (i) Placing these business types on solicitation lists;
- (ii) Assuring that business types are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these business types;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by these business types; and
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (for all contracts)

- (i) As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

(ii) *Prohibitions.*

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:
  - A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions.

- 1. This paragraph does not prohibit Contractor from providing—
  - A. A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
  - B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2. By necessary implication and regulation, the prohibitions also do not apply to:
  - A. Covered telecommunications equipment or services that:
    - Are not used as a substantial or essential component of any system; and
    - Are not used as critical technology of any system.
  - B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement.

- 1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
- 2. Contractor shall report the following information pursuant to this paragraph:

- A. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (“CAGE”) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(v) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

#### 10. DOMESTIC PREFERENCES FOR PROCUREMENTS (for all contracts)

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

#### 11. ACCESS TO RECORDS (for all contracts)

The following access to records requirements apply to this Contract:

- (i) The Contractor agrees to provide Subrecipient Applicant, Recipient, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (ii) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (iii) The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

- (iv) In compliance with the Disaster Recovery Act of 2018, Applicant and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### 12. CHANGES (for all contracts)

Any changes to the scope of work, price, or schedule shall be done in accordance with the terms of the original Contract to which this addendum is made a part.

#### 13. DHS SEAL, LOGO AND FLAGS (for all contracts)

Contractor must obtain written permission from Applicant and the U.S. Department of Homeland Security (“DHS”) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

#### 14. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS (for all contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### 15. NO OBLIGATION BY FEDERAL GOVERNMENT (for all contracts)

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to Applicant, the Contractor, or any other party pertaining to any matter resulting from the Contract.

#### 16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS (for all contracts)

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Contract.

#### 17. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT (for all contracts)

The Contractor grants to the Applicant, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Applicant or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the

completion of this contract, the Contractor will deliver to the Applicant data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable to the Applicant.

18. NOT-TO-EXCEED AMOUNT (applicable to all time and materials or time and equipment contracts)

If the Contract provides that Applicant will pay for Contractor's services on an hourly rate basis, Contractor shall not proceed with work under the Contract until Applicant provides to Contractor, in writing, a not-to-exceed price ceiling for the scope of work. Such writing shall be agreed and signed by authorized representatives of the Parties. Contractor exceeds the price ceiling at its own risk. Changes to the price ceiling may be made pursuant to Section 14 of this Addendum.