

# Request for Proposals

## CENTRE COUNTY BROADBAND EXPANSION

Term Sheets for Provider Partnerships and Projects

**Issued: April 25, 2023** 

Prepared by: Centre County Government, 420 Holmes Street, Bellefonte, PA 16823

#### **Submittal Deadline:**

Friday, May 26, 2023, 5:00 PM, EST

Refer to Page 2 for submittal instructions.

## **County's Point-of-Contact:**

Elizabeth Lose, Assistant Director – Centre County Planning and Community Development

Tel: 814-355-6791 Email: ealose@centrecountypa.gov



## **Board of Commissioners**

ADMINISTRATOR JOHN FRANEK MARK HIGGINS, Chair AMBER CONCEPCION STEVEN G. DERSHEM BOC@centrecountypa.gov SOLICITOR ELIZABETH A. DUPUIS

The County of Centre, Pennsylvania, welcomes internet service providers to submit proposals to deploy high-speed internet broadband within unserved and underserved prioritized communities.

The intent of this request is to identify broadband deployment projects and to solidify a partnership with an Internet Service Provider (ISP) in advance of the Pennsylvania Broadband Development Authority's grant funding application processes. The County may consider, at its discretion, a proposal that warrants support not tied to the Authority's grant awards, if the proposal is appropriately scaled and demonstrates service attainment in an unserved and/or an underserved locations to 100/20 Mbps.

The County is best positioned to serve as a supporting partner to an ISP that is willing to serve as the grant applicant. The County is willing to provide grant application and project assistance such as in-kind services, letters of support, supplemental data, conducting public engagement, or contributing financial match, where feasible.

The County strongly encourages ISPs who may seek assistance as described above to participate in the RFP process to ensure a standard, fair and transparent evaluation. Proposals will be internally evaluated based on an ISP's demonstrated ability to construct, operate and manage broadband internet infrastructure. The County requests that the standard policies attached herein be signed and returned with the proposal.

Request for Proposals may be accepted by e-mail to Project Manager, Elizabeth Lose, Assistant Planning Director (<a href="mailto:ealose@centrecountypa.gov">ealose@centrecountypa.gov</a>). Any questions regarding the County's desired scope of work, technical expectations, and alternative transmittal methods should be directed in writing to Ms. Lose before Friday, May 12, 2023, and responses will be returned to all inquirers on Friday, May 19, 2023.

Prop	osals wi	II be acce	pted throug	th Friday,	, May 2	.6, 2023, k	oy 5 i	p.m. EST.

CENTRE COUNTY BOARD OF COMMISSIONER
ATTEST:

John Franek,

Administrator

## **TABLE OF CONTENTS**

BACKGROUND AND SCOPE	PAGE 4
TECHNICAL REQUIREMENTS	PAGE 9
NETWORK DESIGN AND CONSTRUCTION PARAMETERS	PAGE 10
TECHNICAL AND OPERATIONAL APPROACH	PAGE 11
COUNTY-PROVIDED SUPPORT	PAGE 12
EVALUATION OF PROPOSALS	PAGE 12
RFP TIMELINE	PAGE 13
ATTACHMENTS	
A: NON-COLLUSION AFFIDAVIT	PAGE 14
B: TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE	PAGE 16
C: CONTRACTOR INTEGRITY PROVISION	PAGE 19
D: RIGHT TO KNOW PROCEDURES	PAGE 11

## I. Background and Scope

Dramatic changes in the economy over the last several years have illuminated the critical role that broadband occupies in day-to-day life. Centre County is committed to ensuring that its residents have equal access to the resources deemed necessary for achieving an optimal quality of life and sustainable economic development. High-speed, reliable broadband—like roads, water, sewer, and electricity—is required to achieve these goals. It is the intention of the County to offer every home, business, and organization the opportunity to be connected with broadband in a convenient and affordable manner.

Access to broadband is vital to the continued growth and prosperity of Centre County. Affordable access to communications infrastructure and service is essential to promoting equal opportunity in business, education, employment, healthcare, and many other aspects of daily life. We recognize the need and the challenges of expanding broadband to businesses and residents in areas less densely populated sections of the County.

Therefore, the County issues this Request for Proposal (RFP) to seek proposals for implementing and managing broadband in unserved and underserved areas of the county as defined herein. To this end, The County seeks proposals from Internet Service Provider (ISP) to construct and manage privately owned broadband infrastructure, including the ongoing operations associated with the network. For the purposes of this RFP, broadband is an internet connection supporting 100 Mbps down and 20 Mbps up at minimum, with low latency of less than 100 milliseconds. Following current federal definitions, unserved locations are defined as locations that are unable to receive consistent and reliable speeds at 25/3 or above, and underserved locations are those that are unable to achieve reliable and consistent speeds of 100/20 or above.

The County's preferred technology is fiber-to-the-premises (FTTP). The County understands, however, that the geography and population density of selected, isolated portions of the County may require creative solutions for ubiquitous broadband deployment. As such, the County is open to considering hybrid fiber/wireless solutions, coaxial, last-mile wireless solutions, and fixed wireless solutions. For fixed wireless proposals, the County requires the use of licensed spectrum, in bands that will consistently deliver broadband speeds and successfully mitigate line of sight challenges. Another possibility is the extension of hybrid fiber-coaxial service from adjacent areas, with the condition that the resulting network provides the required quality of service.

The County seeks proposals regarding the cost, terms, and conditions under which providers would participate in the deployment and management of broadband services. The County is prepared to consider a variety of business models that may share technological and operational responsibilities, and financial risk, between providers and the County in innovative ways. However, the County is not interested in assuming the role of an Internet Service Provider (ISP)

and requires providers to have experience with offering and supporting broadband services or to provide a clear arrangement in which this function would be served.

Providers, and other organizations, may work together to respond to this RFP. The County is open to creative solutions that will maximize private investment and responsibly utilize public broadband funding, while providing reliable and high-quality service.

We welcome the responses of all prospective providers, including incumbent service providers, as well as competitive providers, nonprofit organizations, public cooperatives, and entities that are not traditional internet service providers (ISPs) but are interested in acting as a provider in offering service under innovative business models. Nontraditional providers must respond as part of a partnership with an ISP to ensure the provider, on its own or in partnership, has experience delivering broadband service.

Please note that responding to this RFP is not a guarantee of a contract award and that the County reserves the right to withdraw the RFP or any subsequent solicitation for responses or bids and to decline to award a contract.

In 2022, the County engaged a contractor to conduct an assessment of the current state of connectivity. The Centre County Broadband Strategic Plan¹ ("the report") identified areas where access to broadband connectivity is not currently available ("unserved"), areas with infrastructure that does not meet minimum speeds required for new federal funding ("underserved"), and areas currently served with consistent broadband with speeds of at least 100 Mbps download and 20 Mbps upload. For purposes of this RFP, the County considers an area or address to be unserved with broadband if it cannot receive services that meet the definition of Broadband described above (Unserved Areas).

Respondents are encouraged to review the report prior to submission. Numbers included herein are informed by FCC mapping, publicly available data, and ISP-provided data. Respondents are highly encouraged to refer to the FCC's new broadband data collection (BDC) maps and conduct their own independent research. The report includes the following:

- The County has approximately 7,900 locations that are considered either unserved or underserved.
- 4,300 are considered unserved as they lack access to connectivity at any speed. These
  unserved locations are generally situated in rural areas and geographically isolated
  clusters.

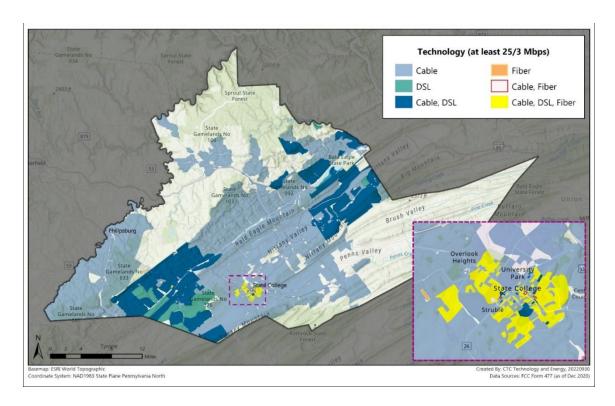
<sup>&</sup>lt;sup>1</sup> CTC Technology & Energy, "Centre County Broadband Strategic Plan", Centre County Planning & Community Development Office, January 2023, <a href="https://www.centrecountypa.gov/DocumentCenter/View/24222/Centre-County-Broadband-Report?bidld">https://www.centrecountypa.gov/DocumentCenter/View/24222/Centre-County-Broadband-Report?bidld</a>=.

- 3,600 addresses experience speeds above 25/3 Mbps but below 100/20 Mbps and are therefore considered underserved. These locations are primarily utilizing fixed wireless or HFC networks
- Multiple fiber constructions projects are currently underway in the County including RDOF awarded areas
- Speed Survey data corroborates anecdotal information received by the County while the response rate reaffirmed that residents are highly invested in plans for connectivity
- Incumbent ISPs have expressed a strong interest in partnering with the County in pursuit of public funding for broadband projects

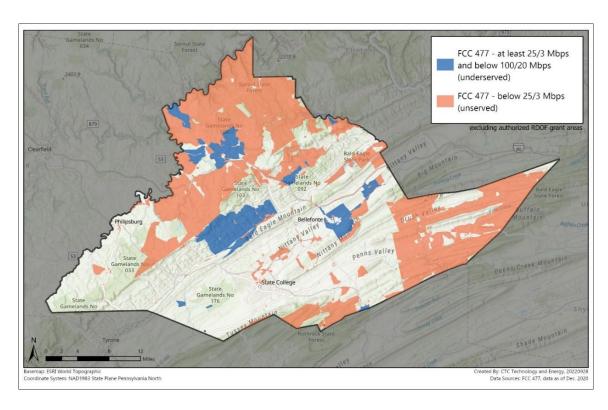
Over the next year, an unprecedented amount of federal funding – administered by the State – will be made available. This funding will prioritize concentrations of unserved addresses followed by those in rural locations. A portion of funding addressing the most remote locations deemed "high-cost areas" will be set aside and will require no match funding. Once the challenge of addressing unserved locations has been met, the County anticipates that the new infrastructure created will assist in improving connection to underserved locations.

The following maps represent approximations of the overall connectivity, the technology landscape, and unserved and underserved areas in the County, and are intended as guidelines for use in proposing broadband projects. Respondents are encouraged to conduct their own research and consult with updated FCC maps. In order to protect proprietary data in light of the County's "Right-To-Know" law, data represented here has been further anonymized through rasterization.

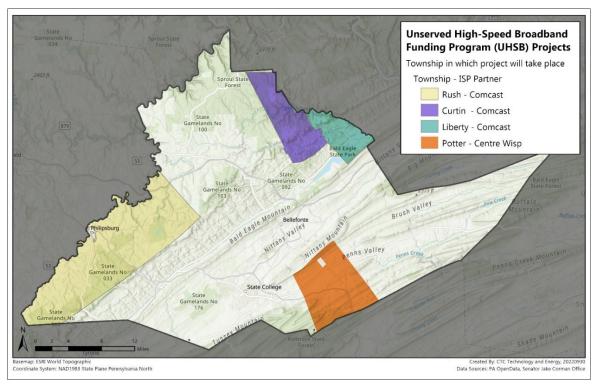
Existing ISP coverage in Centre County includes a combination of fiber, coaxial cable, DSL, and fixed wireless technology.

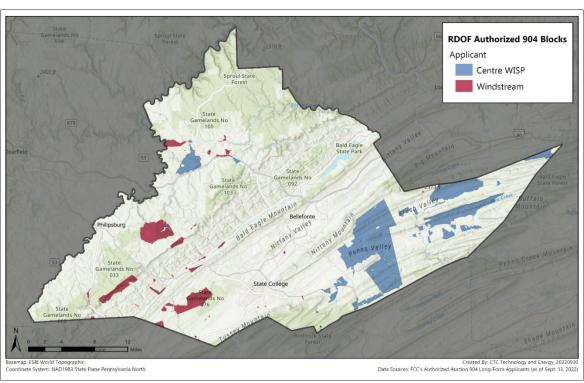


Approximately 4,300 locations are considered unserved with an additional 3,600 that meet the new FCC definition of underserved.

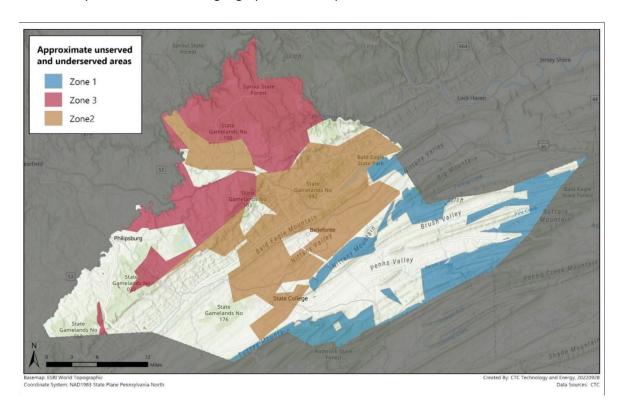


Several fiber construction projects have been funded or are currently underway. These include projects in the areas of the Rush, Curtin, Liberty, and Potter Townships. FCC's RDOF auction guidelines require that awarded projects complete construction by the end of 2028.





In preparation for forthcoming funding opportunities, the County has adopted a multi-phased approach to identifying partners and broadband projects. To assist potential partners, the County has identified three geographic areas to prioritize areas for construction.



The following is a breakdown of unserved addresses per priority area:

- Zone 1 approx. 1,970 passings
- Zone 2 approx. 1,050 passings
- Zone 3 approx. 1,260 passings

The following is a breakdown of unserved and underserved addresses per priority area:

- Zone 1 approx. 2,110 passings
- Zone 2 approx. 4,510 passings
- Zone 3 approx. 1,270 passings

## II. Technical Requirements

The County seeks creative partnerships that will meet its current and future broadband needs. Ideal partners will be committed to a long-term relationship with the County and should take the County's vision and goals into consideration when developing its proposal. Partners should be able to offer affordable broadband internet services that focus on addressing the County's

unserved residents. Projects for overlapping areas will receive preference for their adherence to the County's priority areas and for the number of passings served relative to any match or grant funding proposed, per passing costs, and expected costs for high-cost locations. The County seeks partnerships that:

- Propose creative ways by which the County can support private investment and opportunity in broadband through various funding opportunities, such as State, federal or County grants
- Provide broadband infrastructure and management to currently unserved locations to enable residents, workers, and visitors the opportunity to access affordable, reliable, high-speed, broadband connections to the internet and other networks, would ideally be capable of 1 Gigabit per second download and upload speeds
- Provide unimpeded data allowances that do not unreasonably impose caps (i.e., does not limit the types of uses that enable distance learning, telework, and telehealth)
- Propose broadband service to unserved areas within three years of funding availability
- Propose a marketing plan for citizen engagement
- Agree that proposed projects will be subject to ongoing performance testing process and subscriber data reporting as a condition of partnerships for last-mile service provision.
- Propose upgrades with enforceable commitments and timetable any upgrades of its existing service performance and speeds in all or parts of its current coverage area the County

The County is aware that some providers report certain areas to the FCC as "served" while residents and businesses in those areas, in fact, cannot obtain broadband service or are told that service is only available if they individually fund construction. Following FCC guidelines, the ability to receive broadband service requires that a service can be activated within 10 business days without assessing installation costs beyond standard rates. This ensures that locations in otherwise served areas may be eligible even if the premise is located at a long distance from a current network interconnection point and an incumbent provider has declined to connect it without additional construction fees assessed to the homeowner. Likewise, any included locations in currently unserved or underserved areas must commit to connect a premise for activation without assessing additional costs beyond standard activation fees.

## III. Network Design and Construction Parameters

The County is willing to consider all proposals for partnerships and welcomes providers' unique approaches to network design and construction. The County prefers the following baseline technical attributes as it relates to FTTP, specifically:

• Fully fiber-based connectivity (i.e., FTTP) to residential and business customers

- Fiber strand capacity capable of providing direct homerun connections to businesses and residential "power" users
- Fiber strand capacity and physical architecture (e.g., handhole placement and backbone routes) anticipating full deployment to all homes and businesses
- Low latency

Backbone topology capable of supporting connections over diverse paths from one or more central hub locations to fiber distribution cabinets located throughout the County to facilitate high-availability service offerings. The County understands that FTTP may not seem cost-effective for some. Respondents that believe this goal to be a barrier to their ability to successfully partner with the County should clearly articulate their reasoning and describe how they may provide an adequate alternative to FTTP for specific locations. All technologies that meet the definition of broadband in this RFP will be considered. For example, the County will consider hybrid fiber/wireless approaches that may reduce fiber construction costs while still providing high-speed broadband access (minimum 100/20) to remote areas of the County.

## IV. Technical and Operational Approach

Please describe the technological and operational approach you would use for this project to deliver broadband services. Please offer background to the items below:

- Broadband technology type (e.g., FTTP, Coax, Fixed Wireless, etc.). This should include
  any roadmap to gigabit symmetric services if relevant along with a description of what
  technology upgrades would be necessary to achieve such speeds, and the level effort
  necessary.
- Elements per Network Design and Construction Parameters Construction management operations and experience
- Network operations and ISP functions and support.
- Capital and management plan for network maintenance and replacement.
- Cost models for broadband extensions, and citizen contributions for connection setup, including CPE costs if required.
- Affordable plans and service tiers and typical plan costs. This should include ACP
  participation and/or other subscription discount programs along with activation costs,
  inclusive recurring subscription costs, speeds, and any data caps if applicable.
- Other services offered over the broadband network (example, TV).
- Broadband network extensions beyond those defined as Category 1 areas.
- Any agreement on County operational usage and economic development.

## V. County-Provided Support

The County is open to provider collaboration and may offer support in the following areas:

- Maintain a point of contact in the Centre County Planning Office who may serve as the liaison to local government officials and coordinate public engagement and outreach efforts.
- Assign a staff person in the Centre County Planning Office who may provide additional mapping and data collection services.
- Issue letters of support and letters of comprehensive plan consistency pursuant to grant application guidelines and regulatory state laws.
- Contribute a portion or part of the grant match requirement, if feasible, depending on the overall project cost and funding requested.
- The County is open to suggestions for other roles it can play in supporting this project. We encourage providers to suggest creative and innovative ways the County can leverage its strengths to accomplish its goals by enabling private sector opportunity.

## VI. Evaluation of Proposals

The County will evaluate responses based on the following criteria to determine the finalist(s):

- Comprehensiveness of the Proposal (20%) Overall comprehensiveness pertaining to the respondent's ability to deliver, number of passings and proposed construction and service areas.
- Technical Solution (35%) Criteria will include the technology proposed, total route mileage (both aerial and buried), speed tiers for specific addresses, service and product offerings with detailed tier pricing, and timeline, including approximate schedules for implementing service and key milestones.
- Affordability (10%), Describe existing low-cost and subsidized programs including qualifying criteria as well as any proposed programs and subscriber outreach efforts to increase adoption.
- Experience and Ability to Deliver (10%) Respondents describe the financial stability and
  economic capability to perform contract requirements including the number of years of
  experience constructing the proposed technology, a list of previous and current
  projects, and at least three references.
- Financial Viability (10%) Detail how do you propose to finance the network build-out, how financing for the project will be secured, by whom and with what guarantees.
- Cost (15%) Costs should include a summarization of typical construction costs per foot
  or passing for aerial and underground construction and the ideal project scope size.
  Clearly describe any financial assistance needed from the County, including any
  willingness to pursue grant funding opportunities from the state or federal government.

The County may, at its discretion, request any or all respondents to clarify information presented in the submission.

## VII. RFP Timeline

Release: Tuesday, April 25, 2023

Deadline for questions from proposers: Friday, May 12, 2023, 5 p.m. EST

Deadline for county response to questions: Friday, May 19, 2023, 5 p.m. EST

Deadline for submissions: Friday, May 26, 2023, 5 p.m. EST

Evaluations and Clarifications: Tuesday, May 30, 2023 and Wednesday, May 31, 2023

Recommendation to the Commissioners: Thursday, June 1, 2023

Advancement to the Commissioners Agenda: Friday, June 2, 2023

RFP Selection: Tuesday, June 6, 2023

#### ATTACHMENT A

#### **NON-COLLUSION AFFIDAVIT**

#### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

- 1. This Non-Collusion Affidavit is material to any agreement/contract awarded pursuant to Proposal. According to Section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted with Proposals.
- **2.** The member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the bid must execute this Non-Collusion Affidavit.
- 3. Proposal rigging and other efforts to restrain competition, and making false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should be aware of all Proposal requirements and protocol. By signing this document, he or she must be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer as to their responsibilities for the preparation, approval, and/or submission of the Proposal.
- **4.** In the case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and a Non-Collusion Affidavit must be submitted separately on behalf of each party.
- **5.** The term "complementary Proposal" as used in the Non-Collusion Affidavit incorporates the meaning commonly associated with the term in the RFP process. This includes the knowing submission of a Proposal higher than the Proposal of another Contractor, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.
- **6.** Failure to submit a Non-Collusion Affidavit in compliance with these instructions may result in disqualification of the Proposal.

#### NON-COLLUSION AFFIDAVIT

Legal Name of Contractor or Proposer				
Authorized Representative (Please Print)	Title			

By submittal of a Proposal and execution of this affidavit, the following statements are acknowledged:

- 1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Proposer, or potential Proposer.
- 2. Neither the price(s), amount of this Proposal nor the approximate price(s) or amount of this Proposal, have been disclosed to any other company or person who is a Proposer or potential Proposer, nor will they be disclosed prior to the proposal opening.
- 3. No attempt has been made, or will be made, to induce any firm or person to refrain from proposing on this contract, or submit a proposal higher than this bid, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- 4. This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company or person to submit a complementary or other noncompetitive proposal.
- 5. To my best knowledge, the Contractor and/or Proposer, their affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy, or collusion with respect to proposing and/or bidding on any public contract.
- 6. Neither the Contractor and/or Proposer nor any of their officers, partners, owners, agents, or parties in interest, have any interest, present, or prospective, that can be reasonably construed to result in a conflict of interest between them and Centre County Government, which the Proposer will be required to perform.
- 7. The Contractor and/or Proposer has taken all necessary legal action, corporate or otherwise, to authorize the Authorized Representative, identified herein, to execute the within Affidavit and that any such execution fully complies with the legal entity documentation for the Contractor and/or Proposer.

I state that I am authorized to make this affida and am the person responsible for submitting t	vit on behalf of the above named Contractor and/or Propose his bid, price(s), and amount included therein.
Signature (Authorized Representative)	Date
SWORN TO AND SUBSCRIBED BEFORE ME THIS	
DAY OF, 20	— — — — — — — — — — — — — — — — — — —

## **ATTACHMENT B**

#### TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE

#### **INSTRUCTIONS**

The County may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the County requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The County will not provide a submitting party any advice with regard to Pennsylvania's Right to Know Law, 65 P.S. §67.101-67.3104 ("RTKL"), or laws relating to trade secret or confidential proprietary information, and the submitting party is advised to seek its own legal advice with regard to any trade secret or confidential proprietary information and the requirements of the RTKL related to the same.

Name of Submitting Party:	
Address:	
	State Zip
Email:	Phone
Please provide a brief overview of the materials thapplication, statement of work, technical schematics)	nat you are submitting (e.g. bid proposal, quote, grant :
Please provide a brief explanation of why the materibid or RFP, documents required to be submitted by la	ials are being submitted to the County (e.g. response to aw):
checking the appropriate box below: (Note: Financia	d that you believe is exempt from public disclosure by I information submitted in response to an RFP or IFB to ublic disclosure in accordance with Section 708(b)(26) of
No information has been included that I beli	eve is exempt from public disclosure.
Information has been included that I believe	is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed.

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a Proposer's cost response.
- Information submitted as part of a Proposer's technical response or statement of work that does not implicated safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a Proposer's technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the County.

Page Number	Description	Explanation

#### TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE

#### **ACKNOWLEDGMENT**

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the County is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the County, its agents and employees, from any judgments awarded against the County in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the County has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the County stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the County is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the County reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the County determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, or confidential, proprietary information, and/or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

Signature	Title	Date

#### ATTACHMENT C

#### **CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with Centre County Government ("County") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the County's contracting and procurement process.

- **1. Definitions.** For the purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities' or (c) the entities have a common proprietor or general partner.
  - b. "Confidential information" means information that a) is not already in the public domain;
    b) is not available to the public upon request; c) is not or does not become generally known to the Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the County.
  - c. "Consent" means written permission signed by a duly authorized officer or employee of the County, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the County shall be deemed to have consented by virtue of the execution of this contract.
  - d. "Contractor" means the individual or entity that has entered into this contract with the County and "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, County officers and directors, or owners of 5% or more interest in the Contractor.
  - e. "Financial Interest" means wither:
    - i. Ownership of more than a five percent interest in any business; or
    - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. "Gratuity" means tending, giving, or providing anything of monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
  - g. "Non-bid Basis" means a contract awarded or executed by the County with Contractor without seeking bids or proposals from any other potential bidder or offeror.
  - h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

In furtherance of this policy, Contractor agrees to the following:

- 1. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the County.
- Contractor shall establish and implement a written business integrity policy, which includes, at
  minimum, the requirements of these provisions as they relate to Contractor activity with the
  County and County employees and which is distributed and made known to Contractor
  employees.
- 3. Contractor, its affiliates, agents, employees shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or in violation of the Public Official and Employee Ethics Act, 65 Pa.C.S. §§1101 et Seq.; the State Adverse Interest Act, 71 P.S. §776.14 et seq.; or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.
- **4.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Contract, unless the financial interest is disclosed to the County in writing and the County consents to Contractor's financial interest prior to County execution of the Contract. Contractor shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the Contract signed by Contractor.
- 5. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this Contract without prior written approve of the County, except as required by the Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the County or a third party in connection with the performance of this Contract shall be kept confidential unless disclosure of such information is:
  - a. Approved in writing by the County prior to its disclosure; or
  - b. Directed by a court or other tribunal of competent jurisdiction unless the Contract required prior County approval; or
  - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
  - d. Necessary for purposes of Contractor's internal assessment and review; or
  - e. Deemed necessary by Contractor in any action to enforce the provisions of this Contract or to defend or prosecute claims by or against parties other than the County; or
  - f. Permitted by the valid authorization of a third party to whom the information documents, reports, data, or records pertain; or
  - g. Otherwise required by law.
- **6.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not been officially notified of, charged with, or

convicted of any of the following and agrees to immediately notify the County Administrator in writing if and when it or any officer, director, associate, partner, limited partner, or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee, or other individual entity associated with
  - i. Obtaining;
  - ii. Attempting to obtain; or
  - iii. Performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- e. Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Worker's Compensation Act, 77 P.S. 1et seq.
- f. Violation of any federal or state law prohibiting discrimination in employment.
- g. Debarment by any agency or department of the federal or state government.
- h. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the County may, in its sole discretion, terminate the Contract for cause upon such notification or when the County otherwise learns that the Contractor has been officially notified, charged or convicted.

- 7. If this contract was awarded to the Contractor on a non-bid basis, Contractor must, (as required by Section 1641 of the Pennsylvania Election Code) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
  - a. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

b. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, the Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- **8.** Contractor shall comply with the requirements of the *Lobbying Disclosure Act, 65 P.a. C.S. §13A01* et seq., and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal County procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement state, are not exempt and must be reported.
- **9.** When Contractor has reason to believe that any breach of ethical standards set forth in law or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by an employee, which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the County Administrator in writing.
- 10. Contractor, by submission of its bid or proposal and/or execution of this Contract and by the submission of any bills, invoices, or requests for payment pursuant to the Contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any Contract negotiations or during the term of the Contract.
- 11. Contractor shall cooperate with the County in investigating any County agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the County, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the County to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Contract.
- 12. For violation of any of these Contractor Integrity Provisions, the County may terminate this and any other Contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Contract, and debar and suspend Contractor from doing business with the County. These rights and remedies are cumulative, and the use or non-use of any one shall not prelude the use of all or any other. These rights and remedies are in addition to those the County may have under law, statute, regulation, or otherwise.

#### ATTACHMENT D

#### **RIGHT TO KNOW PROCEDURES**

#### A. Right to Know Law Provisions

- 1. The Contractor understands that the Contract and records related to or arising out of the Contract are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104, (RTKL"). For the purpose of these provisions, the term "the County" shall refer to Centre County Government and all departments and agencies thereto.
- 2. If the County needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in the Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the County.
- 3. Upon written notification from the County that it requires Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Contractor shall:
  - a. Provide the County, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Contractor's possession arising out of this Contract that the County reasonably believes is Requested Information and may be a public record under the RTKL; and
  - b. Provide such other assistance as the County may reasonably request, in order to comply with the RTKL with respect to this Contract.
- 4. If Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL or other information that Contractor considers exempt from production under the RTKL, Contractor must notify the County and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- 5. The County will rely upon the written statement from Contractor in denying a RTKL request for the Requested Information unless the County determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the County determine that the Requested Information is clearly not exempt from disclosure, Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the County's determination.
- 6. If Contractor fails to provide the Requested Information within the time period required by these provisions, Contractor shall indemnify and hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of Contractor's failure, including any statutory damages assessed against the County.

- 7. The County will reimburse Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable and to the extent costs are reimbursed by the requestor pursuant to such schedule.
- 8. Contractor may file a legal challenge to any County decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Contractor shall indemnify the County for any legal expenses incurred by the County as a result of such a challenge and shall hold the County harmless for any damages, penalties, costs, detriment or harm that the County may incur as a result of Contractor's failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to he RTKL.
- 9. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.