

KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

STATE OF IOWA

ANNETTE DUNN
CHIEF INFORMATION OFFICER

Exhibit F - NOFA #004 ("NOFA")
Certification, Authorization, and Release of Information
Alterations to this document are prohibited

Date: November 18, 2020

Iowa Office of the Chief Information Officer
c/o Broadband Grants Program Administrator
200 E Grand Ave
Des Moines, IA 50309

Re: NOFA Number 004—CERTIFICATIONS/ACKNOWLEDGEMENTS & AUTHORIZATION TO RELEASE INFORMATION

Dear Issuing Officer:

By affixing my signature below, I, a representative of Applicant expressly authorized to make the following certifications on behalf of Applicant, and under penalty of perjury as authorized by Iowa Code section 622.1 and pursuant to the laws of the state of Iowa, certify the following with respect to the Application submitted on behalf of Marne and Elk Horn Telephone Company in response to the NOFA:

1. **Certification of Truth and Accuracy.** I certify the following on behalf of Applicant:
 - 1.1. Any statements, representations, warranties, certifications, or attestations made in the Application, including any attachments or enclosures associated therewith, are true and accurate.
 - 1.2. Applicant has not knowingly made any false statements or representations in its Application, including any attachments or enclosures associated therewith.
2. **Certification of Independence.** I certify the following on behalf of Applicant:
 - 2.1. Except as otherwise permitted by the NOFA, the Application has been developed independently, without consultation, communication, or agreement with any employee, agent, independent contractor, consultant, or other third parties acting on behalf of the Office or with any person serving as a member of any review or evaluation committee.
 - 2.2. The Application has been developed independently, without consultation, communication or agreement with any other Applicant or parties for the purpose of restricting competition.
 - 2.3. No attempt has been made or will be made by Applicant to induce any other Applicant to submit or not to submit an Application for the purpose of restricting competition.
 - 2.4. No relationship exists or will exist during the contract period between Applicant and the Office or any other State agency that interferes with fair competition or that constitutes a conflict of interest, the appearance of a conflict of interest, or that violates Iowa Code chapter 68B.
3. **Certification Regarding Suspension/Debarment.** I certify that, to the best of my knowledge, neither Applicant nor any of its principals or officers:
 - 3.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or governmental entity of the State of Iowa.
 - 3.2. Have within a three (3) year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or a contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- 3.3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in Section 3.2.
- 3.4. Have within a three (3) year period preceding this grant, had one or more public transactions (federal, state or local) terminated for cause or default or received a Notice of Default, Notice of Non-Compliance, or otherwise been found in non-compliance with the requirements of Iowa Code section 8B.11, Iowa Administrative Code chapter 129—22, or a grant agreement entered into by the Office and Applicant in connection with another award issued by the Office under this Broadband Grant's Program.
- 3.5. Plan to knowingly enter any transaction with a person who meets any of the circumstances identified in Sections 3.1 through 3.4, above.
- 3.6. Have had any damages or penalties assessed against or dispute resolution settlements entered into under any existing or past contracts for goods and/or services similar to those sought pursuant to the NOFA.
- 3.7. Are presently involved in any litigation or threatened litigation, administrative or regulatory proceedings, or similar matters.
- 3.8. Are the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way their ability to fulfill the requirements of or services sought pursuant to the NOFA.

4. Certification of Financial Condition. I certify that, to the best of my knowledge, Applicant:

- 4.1. Is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
- 4.2. Has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service, Iowa Department of Revenue, or any other government entity.
- 4.3. Is current in all amounts due for payments of federal and state taxes.
- 4.4. Has not, in the last three (3) years, undergone a sale or change of control of Vendor, including its business or substantially all of its assets.
- 4.5. Is neither presently involved in, nor anticipates being involved in the near future, any case or other proceeding seeking or involving liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect.

5. Broadband Grants Certifications. I certify the following on behalf of Applicant:

- 5.1. Applicant is authorized to provide Broadband service in the Targeted Service Areas identified in the Application/forming the basis of the Project, and has or will obtain any necessary permits or licenses (federal, state, or local) required to do so.
- 5.2. Upon request by the Office, Applicant shall be available to provide further information to the Office related to its Broadband Infrastructure for which grant funds may be Awarded, or other additional information as may be reasonably requested by the Office.
- 5.3. Pursuant to Iowa Code section 8B.11(3), the Office is required to post the public aspects of Applications to a public internet site. Further, pursuant to Iowa Code section 8B.11(3) and Iowa Administrative Code rule 129—22.5(1), following the expiration of the deadline for the receipt of Applications, the Office is required to open a period for Public Comment, including a Validation Process, in accordance with Section 1.7.7.1 (Period for Public Comment, including Validation Process). Further, the Office is generally subject to the State's public records law, Iowa Code chapter 22, and corresponding implementing rules. To that end, except as otherwise identified in Form 22 (Exhibit H) and solely to the extent permitted by the NOFA, the Application, including any attachments or enclosures associated therewith, may be treated as public, non-confidential records, and subject to public disclosure, and Applicant waives any claims it may have against the Office, the State of Iowa, and any officers, employees, agents, independent contractors, or other personnel of either of the foregoing related to the confidential treatment of any information or materials submitted in connection with its Application.

6. Qualified Certification. If an Applicant is unable to unqualifiedly certify any of the foregoing certifications, Applicant may use the space below to qualify any of the above certifications to the extent necessary. By way of example only, if an Applicant

is unable to unqualifiedly certify that the Applicant has not “within a three (3) year period preceding this grant, had one or more public transactions (federal, state or local) terminated for cause or default” as required by Section 3.4, above, Applicant may provide a detailed explanation of all public transactions (federal, state, or local) terminated for cause within the prior three (3) year period. Notwithstanding, if the Applicant is not able to submit an unqualified Certification Letter, this may result in the Office determining, in its sole discretion, that Applicant is not a Responsible Applicant, and in the rejection of the Application/disqualification of the Applicant.

7. Additional Acknowledgments. I acknowledge the following on behalf of Applicant:

- 7.1. The Office may withdraw the NOFA and/or any Award made pursuant thereto at any time prior to the execution of a Grant Agreement.
- 7.2. Following the issuance of Awards, the Office will post all final Notices of Intent to Award/decisions online at [Iowa Grants](#) and <https://ocio.iowa.gov/broadband>:
 - 7.2.1. Unsuccessful Applicants are solely responsible for reviewing such websites to determine their Award status.
 - 7.2.2. Adversely affected Applicants will have ten (10) days to appeal such decision(s) by requesting a contested case proceeding in accordance with Iowa Administrative Code rule 129—22.5(4) and 129—6. Failure to challenge the Office’s decision within the ten (10) day period shall waive any other claims an Applicant may have as it relates to the Office’s administration of the process and otherwise be deemed a failure to exhaust administrative remedies.
 - 7.2.3. Applicants may appeal an adverse decision only for a timely submitted Application.
Any Appeal must clearly and fully identify all issues being contested and demonstrate what requirements or procedures of or in applicable law, rule, or the NOFA were not followed or were violated.
- 7.3. Following an Award, a successful Applicant will be required to execute a Grant Agreement with the Office as a condition precedent to receiving grant funds:
 - 7.3.1. Should the Office and Applicant fail to reach an agreement, the Office may revoke any prior Award and Award the corresponding funds to other Applicants or Grantees, or open additional rounds for Applications.
 - 7.3.2. In addition to any terms or conditions contained in a Grant Agreement, the provisions of Iowa Administrative Code rule 129—22.6(3)–(4) shall govern the administration of such Award.
- 7.4. To the extent Applicant is Awarded grant funds, pursuant to Iowa Code section 8B.11 and Iowa Administrative Code rule 129—22.6(5), the Office possesses the authority to determine whether a Grantee has complied with the terms, conditions, or requirements of Iowa Code chapter 8B, Iowa Administrative Code chapter 129—22, and any Grant Agreement, and to issue any orders necessary to effectuate compliance with the same. Any such order shall become final unless within thirty (30) days of the transmission of such order, Applicant files a request for a contested case proceeding pursuant to 129—Chapter 6. Failure request a contested case within the thirty-day (30) period shall waive any claims an Applicant may have related to the administration of an Award, Iowa Code chapter 8B, Iowa Administrative Code chapter 129—22, and any Grant Agreement, and otherwise be deemed a failure to exhaust administrative remedies.
- 7.5. Upon completion of any Project supported, in whole or in part, by State grant funds, Applicant will be required to:

- 7.5.1. Certify that the Project was completed as proposed/represented in the Application, including that:
 - 7.5.1.1. The final installation Facilitates Broadband service at or above 25/3 Broadband or 100/20 Broadband, whichever is applicable, in each of the applicable Targeted Service Areas identified in the Application/forming the basis of the Project; and
 - 7.5.1.2. The final installation Facilitates Broadband service at or above 25/3 Broadband or 100/20 Broadband, whichever is applicable, to the same number of Broadband Units (homes, schools, businesses) located within the Targeted Service Areas forming the basis of the Project as represented in the Application.
- 7.5.2. Identify the total number of Broadband Units to which Broadband service is available in each Targeted Service Area identified in the Application/forming the basis of the Project.
- 7.5.3. Supply the Office with geographic information system (“GIS”) data in a form mutually acceptable to both the Office and Applicant demonstrating specifically where Broadband Infrastructure for which grant funds have been utilized, in whole or in part, has been installed, regardless of whether such Broadband Infrastructure actually serves any customers in Targeted Service Area(s) forming the basis of the Application at the time such mapping data is supplied to the Office. Such GIS data must enable the Office to determine which specific homes, schools, and businesses within each Targeted Service Area forming the basis of the Project have access to 25/3 Broadband or 100/20 Broadband, whichever is applicable, as a result of the Project.
- 7.5.4. Permit the Office to conduct field tests upon request to verify compliance with Iowa Code chapter 8B, Iowa Administrative Code chapter 129—22, and any Grant Agreement. Such field tests may include but not be limited to:
 - 7.5.4.1. Speed tests anywhere between a Grantee’s central office and the demarcation at any customer’s location in a Targeted Service Area or census block in which the Project was to be deployed;
 - 7.5.4.2. In the case of wireless installations, from any location in a Targeted Service Area or census block in which the Project was to be deployed; and/or
 - 7.5.4.3. In the case where a Grantee does not have a customer in a Targeted Service Area being served by the installation, certification obtained by the Grantee and supplied to the Office from an independent, third-party, properly licensed engineer that the installation facilitates broadband service at or above 25/3 Broadband or 100/20 Broadband, whichever is applicable, in applicable Targeted Service Area(s) identified in the original Application. The costs of such certification shall be borne by the Grantee.
- 7.5.5. As it relates to expenditures for which Grantee seeks reimbursement:
 - 7.5.5.1. Submit a final summary of all Allowable Expenditures for which Grantee seeks reimbursement on forms supplied by the Office;
 - 7.5.5.2. Certify and attest that such Allowable Expenditures are true, accurate, and in fact constitute Allowable Expenditures, actually and previously incurred by Grantee;
 - 7.5.5.3. To the extent applicable, certify and attest that such Allowable Expenditures are properly or correctly allocated in accordance with the allocation methods approved by the Office as part of the Outside TSA Infrastructure Process;
 - 7.5.5.4. Certify and attest that such Allowable Expenditures were not incurred prior to the issuance date of the NOFA.

8. Authorization to Release Information.

- 8.1. Applicant hereby authorizes the Office, members of the Review Committee, or other agents, independent contractors, or other third parties acting on behalf of or directed by the Office to obtain information regarding Applicant’s performance on other contracts, agreements or other business arrangements, its business reputation, or any other matter pertinent to evaluation and the selection of a successful Applicant in response to the NOFA. Applicant further authorizes representatives of the Office, members of the Review Committee, or other agents, independent contractors, or other third parties acting on behalf of or directed by the Office to contact any and all of the persons, entities, and

references which are, directly or indirectly, listed, submitted, or referenced in Applicant's Application submitted in response to the NOFA.

- 8.2. Applicant acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. Applicant acknowledges that the information and opinions given by such person or entity may hurt its chances to receive an Award from the Office or may otherwise hurt its reputation or operations. Applicant is willing to take that risk.
- 8.3. Applicant hereby releases, acquits and forever discharges the State of Iowa, the Office, their officers, directors, employees, agents, and members of the Review Committee from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Office, members of the Review Committee, or other agents, independent contractors, or other third parties acting on behalf of or directed by the Office in the evaluation and selection of successful Applicants in response to the NOFA.
- 8.4. Except where and solely to the extent a confidentiality agreement, nondisclosure agreement, or similar agreement with a person or entity precludes the disclosure of trade secrets or other proprietary or confidential technical, financial or business information, Applicant authorizes any and all persons and entities to provide information, data, and opinions with regard to Applicant's performance under any contract, agreement, or other business arrangement, Applicant's ability to perform, business reputation, and any other matter pertinent to the evaluation of Applicant's Application. To the extent of such authorization, Applicant hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting Applicant that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Office, members of the Review Committee, or other agents, independent contractors, or other third parties acting on behalf of or directed by the Office in the evaluation and selection of a successful Applicant in response to the NOFA. The preceding authorization and release is not intended and shall not be construed to waive any rights or limit any remedies the Applicant may have pursuant to the terms of any Grant Agreement.

In addition to any criminal penalties authorized by Iowa Code section 720.2 that may result from any false statements of material fact made herein or any other remedies available at law, equity, or otherwise, an Applicant that is subsequently determined to have made a statement, representation, warranty, certification, or attestation in an Application, or any attachments or enclosures associated therewith, that is later proven untrue in any material respect shall be obligated to repay the Office the entire amount of any grant funds previously distributed by the Office to the Applicant.

Sincerely,


Authorized Representative's Signature

11-18-20
Date

Rachel Hamilton
Name (Printed)

CEO
Title

Marne and Elk Horn Telephone Company
Entity

004
NOFA Number