NCDIT NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY

Division of Broadband and Digital Equity

Completing Access to Broadband (CAB) Program

POLK COUNTY SCOPE OF WORK

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Polk County Scope of Work
Completing Access to Broadband (CAB) Program

Section 1. Purpose and Background

Polk County ("the county") and the N.C. Department of Information Technology's Broadband Infrastructure Office ("NCDIT" or "the office") are hereby requesting responses from prequalified broadband providers ("vendors," "respondents," or "internet service providers") to build broadband infrastructure and provide broadband service to unserved and underserved locations within the county. The deployment of high-speed internet to homes, businesses, and community anchor institutions within the county would increase efficiency and productivity and create additional opportunities for telemedicine, distance education, teleworking, and more. The availability of high-speed internet is vital to the county's economic development and is a significant priority in the county's long-range plans.

This Scope of Work ("SOW") is part of North Carolina's Completing Access to Broadband ("CAB") program, which is set out in N.C. General Statute § 143B-1373.1. CAB is a collaborative effort between the county and NCDIT. NCDIT issued a statewide IT Convenience Contract to identify broadband providers that have the financial, operational, and technical capacity to deploy broadband infrastructure for the provision of internet service. The Broadband Expansion and Access Request for Proposals that resulted in the Convenience Contract can be found at: ncbroadband.gov/documents/broadband-expansion-access-rfp/download?attachment. Only broadband providers that are prequalified as part of the Convenience Contract may respond to this SOW. A list of eligible providers may be found at ncbroadband.gov/grants/cab-program. Information collected through the Convenience Contract process will also be used as part of the evaluation for this SOW.

Respondents should refer to the CAB Program Guidance for further details regarding the program: ncbroadband.gov/documents/american-rescue-plan/completing-access-broadband-cab-program-guidance/download?attachment.

Section 2. Project Requirements

All proposals must meet the following minimum requirements. Failure to meet any of these requirements will result in disqualification from consideration.

1. The respondent must be prequalified pursuant to State Convenience Contract in response to the RFP #41-500280.
2. The project must make broadband service available to agreed-upon eligible locations at the speeds required by the program. Broadband access is considered available if the broadband provider can provide broadband service to a location immediately or within 10 business days upon request and without cost to the customer other than standard connection fees.
3. The project must be designed to reliably meet or exceed speeds of 100 Megabits per second (Mbps) download and 100 Mbps upload upon completion.
4. Project construction must be completed by Oct. 31, 2026.
5. The broadband provider must provide broadband service to the agreed-upon locations at the minimum speed identified in its response for a period of three years after the completion of construction.

6. Eligible costs for the project will be paid on a reimbursement basis. All funds must be expended by NCDIT by Dec. 31, 2026.
7. Respondent must demonstrate that it is financially qualified to meet the obligations associated with this contract and that it has sufficient available funds to meet the match requirement. Because the funds from NCDIT will be made on a reimbursement basis, Respondent must have sufficient cash flow to perform the proposed contract for an extended period without receiving payment from NCDIT.
8. Respondent must submit required documentation with its proposal according to the specifications set out below.

Section 3. Project Cost and Match Calculations

The total cost of the project will be apportioned among NCDIT, the county, and the selected broadband provider according to the percentages set out in N.C.G.S. §143B-1373.1(e). The amounts and percentages applicable to this project are as follows:

- The county received between $4 - $8 million in direct American Rescue Plan Act (ARPA) funding.
- The project may be apportioned either by:
  - Option A
    - The selected broadband provider provides exactly 15% of the total project cost;
    - The county must provide at least 10% of the total project cost;
    - NCDIT will provide up to 75% (not to exceed $8 million per county in the current fiscal year), which will come from the ARPA appropriated to it for the CAB program (the CAB Fund).
  - Option B
    - The selected broadband provider provides more than 15% of the total project cost;
    - NCDIT and the county will each provide half of the remainder of the total project cost.

Therefore, based on the county funding commitment of up to $1,000,000.00 for this project and the statutory requirements, the following are the amounts that **may** be proposed:

- Under Option A:
  - The **maximum** total project cost is $10,000,000.00, with the County contributing $1,000,000.00 to the project; NCDIT contributing $7,500,000.00, and the broadband provider contributing $1,500,000.00.
- Under Option B:
  - The **minimum** total project cost is $2,352,941.17 with the County contributing $1,000,000.00 to the project; NCDIT contributing $1,000,000.00; and the broadband provider contributing $352,941.17. The total project cost may increase if the broadband provider chooses to contribute a higher amount.

Please note that Option A, where the broadband provider contributes exactly 15% of the total project cost, likely maximizes NCDIT's contribution to the project and may result in a far larger project than Option B, depending on the broadband provider's contribution. For additional information on match calculations, see the Match Calculator at ncbroadband.gov/CAB. Respondents may submit more than one proposal, within the parameters set forth in Section 4.

Section 4. CAB Project Areas and Eligible Locations

NCDIT has published the eligible unserved and underserved Broadband Serviceable Locations (BSLs) within the county in an online interactive map (NC Completing Access to Broadband (CAB) Planning Tool) which is published on NC One Map. These BSLs are derived from Version 3 of the FCC Broadband Data Collection (BDC). Unserved broadband serviceable locations are those without availability to 25Mbps download and 3Mbps upload fixed internet service through fiber, cable, or qualifying licensed fixed wireless service. Underserved broadband serviceable locations are those without availability to 100 Mbps download and 20 Mbps upload through fiber, cable, or qualifying licensed fixed wireless service. These locations have been identified as a result of both the statewide protest process for CAB conducted in January 2024. Please refer to the CAB Program Guidance for a description of these processes.

When submitting proposed CAB project areas, respondents may propose to serve any eligible unserved and/or underserved locations in the county. Project locations must be submitted as a CSV file listing the BSL location IDs within the proposed project. Projects must be located within or on county boundaries and cannot go outside the county. Within the county, project areas do not need to be contiguous, and non-contiguous locations may be submitted either as part of a larger project or grouped into separate, smaller projects.

Respondents are permitted to submit more than one proposed project, not to exceed any statutory maximum described in Section 3, with the following requirements:

1. Multiple projects submitted by a single respondent must be mutually exclusive; in other words, locations within one submitted project may not overlap to any extent with locations within another submitted project.
2. Respondents must be prepared to implement all submitted project proposals within the county concurrently, as any combination of projects may get accepted for the same contracted buildout period.

If projects proposed by different respondents contain geographic overlap but are determined by the evaluation team to hold sufficient merit to be awarded contracts concurrently, NCDIT may (but is not required to) reach out to the respective respondents to discuss the viability of revising proposals to resolve the overlapping locations in such a way that funding will only be applied to one location (BSL).

Respondents submitting proposals must provide mapping files with the proposal to identify proposed project locations. Mapping files must meet the below requirements:

1. Projects must be defined using Version 3 of the FCC BSL data to identify the specific locations proposed by the internet service provider.
2. The respondent must use the template provided to submit a comma delimited CSV file containing the location IDs corresponding to the unserved and underserved locations to be served through the proposed project. The template is labeled CAB_ProposedLocationsProject_County_YYMMDD.
3. The CSV file of the proposed project locations must be named using the following naming convention: CAB_ProposedLocationsProject_County_YYMMDD.
4. A PDF file showing a county level project map.
5. The CSV and PDF files must be uploaded to the EBS system along with the other required documentation.

Section 5. Project Budget and Eligible Expenditures

All proposals must provide a total project budget and an average cost per location. At a minimum, the total project budget should include the following cost components:

- Easements (one-time fees)
- Materials (fiber, equipment, etc.)
- Construction/Installation
- Testing
- Engineering
- Lease/Collocation Fees (one-time fees)

The respondent agrees that any cost overruns to the contracted project are to be borne solely by the respondent, regardless of the statutory maximum. Once a project is contracted, additional locations cannot be added. Further, the state shall not be obligated for funds committed for project costs from the CAB Fund in excess of those sums appropriated by the general assembly to the CAB Fund.

The respondent also agrees and understands that county and NCDIT funding will be administered by NCDIT and reimbursed to respondent only upon receipt of satisfactory documentation of eligible expenditures. No funding will be advanced in the form of an upfront payment.

Expenditures eligible for reimbursement are only those directly related to the construction of broadband infrastructure, including installation, acquiring or updating easements, backhaul infrastructure, testing, engineering, and any other costs associated with securing a lease to locate or collocate infrastructure on public or private property or structures, but not including the actual monthly lease payment. Overhead or administrative costs are not eligible for reimbursement. N.C.G.S. § 143b-1373.1(b).

In addition, the following expenditures are not eligible for CAB award funding and should not be submitted to NCDIT for reimbursement or credited towards the match requirement: middle mile, backhaul, and other similar projects not directed at broadband service for end users; lease payments; and expenditures related to areas where the respondent has been designated to receive funds through other state or federally funded programs designed specifically for broadband deployment, if such funding is intended to result in construction of broadband in the area with 18 months or for the duration of the federal funding program for that area, or if the respondent is otherwise in good standing with the funding agency's regulations governing the funding program.

Eligible expenditures for materials incurred since March 15, 2021, may be reimbursed, subject to the respondent's submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT's approval of such request.

The internet service provider will ensure that any funds received for this project are utilized for their intended purpose.

Section 6. Reporting and Monitoring

NCDIT will monitor this project to ensure that adequate progress is being made toward achieving the project milestones and that funds are expended appropriately. At NCDIT's discretion,

monitoring may include, but is not limited to, progress reports, site visits, financial reviews, and audits. The frequency and type of monitoring will depend on the internet service provider's risk level as determined by risk assessments conducted by NCDIT. NCDIT may assess risk at any time, including prior to award, and may use documentation provided as part of the response to the Broadband Expansion and Access RFP.

Respondent will: cooperate fully and in a timely fashion with NCDIT's risk assessments and monitoring; provide all information required by NCDIT in progress reports; maintain reports and accounting records specific to this project, make available all reports and records for inspection; authorize the release of information from third parties such as financial institutions; and generate any reports regarding the project as requested by NCDIT.

Failure to make adequate progress towards completion of this project, which may be demonstrated by, among other things, failure to submit progress reports or meet required milestones, may constitute a material breach of obligations and result in termination and forfeiture of awarded or expended funds.

More specific terms related to record-keeping, reporting, and monitoring may be found in the Convenience Contract and in Attachment A: Special Terms and Conditions.

Section 7. Evaluation of Responses

Evaluation Methodology

An evaluation committee consisting of representatives from NCDIT and the county will review and evaluate submitted proposals. The committee will conduct its evaluation of proposals using a best value methodology. A best value procurement is the "selection of a contractor based on a determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor." N.C.G.S. § 143-135.9. Award decisions are made based on multiple factors, such as the total cost of the project, the technical merit of the proposal, and the probability of the respondent performing on time, with high quality, and in a manner that accomplishes the objectives of this SOW. N.C.G.S. § 143-135.9; 09 NCAC 06b .0302(f). The award will be made to the respondent whose proposal is determined to be the most advantageous and best value to the State of North Carolina, using all evaluation criteria set forth herein.

Evaluation Criteria

Please submit a proposal that addresses the specifications listed below. The committee will evaluate responses based on their substantial conformity with these specifications, which are listed in order of importance. The committee will compare responses by identifying strengths and weaknesses measured against these criteria, and it will identify the offer that best addresses the stated priorities and balances price and quality.

Some of the information requested below should have been included in your response to the Request for Proposal certified in August 2023. You may reference your RFP submission where applicable rather than re-submit the same information. However, you must provide any updated information and information specific to this proposed project that should be considered by the evaluation committee. See below for instructions on submitting the required information.

I. Ability of the Respondent to Perform

A. Financial Qualifications. Respondent must demonstrate that it is financially qualified to meet the obligations associated with this contract and that it has sufficient available funds to meet the match requirement. Because the funds from NCDIT will be made available on a reimbursement basis, respondent must have sufficient cash flow to perform the proposed contract for an extended period without receiving payment from NCDIT. The following information is required in response to this SOW and will be evaluated along with the financial information provided in your response to the RFP.
    1. Updated Financial Solvency Information: Describe any significant changes in your financial position since your RFP response submission. If you are not a publicly traded company, provide:
        a. A Statement of Financial Position (Balance Sheet);
        b. An Income Statement (Profit & Loss Statement);
        c. Your most recent fiscal year-end financial statements; and
        d. Interim quarterly financial statements since the date of the most recent fiscal year-end financial statement.
    2. Cash Match Attestation: Provide an attestation that respondent has sufficient cash match to cover this project and state whether the cash match will be from a loan or existing funds. The awarded respondent will be required to deposit the full amount of the match in a separate account within 15 days of being notified of an award and provide NCDIT with a copy of a bank statement for that account, or otherwise comply with Term and Condition No. 9 set out in Attachment A.
    3. Updated Information on Deployment Grants: Provide a list of all broadband deployment projects funded by grants in North Carolina or geographically adjacent states that have been awarded to respondent since Aug. 1, 2023. Include the award date, award amount, expected end date of the project, granting agency, and location of the project; also include the outstanding financial/matching fund obligations due from the respondent for project completion. You do not need to include grants awarded by NCDIT.

B. Past performance. State how many federal and state broadband grant projects you have been awarded and whether you have been defaulted, terminated, or otherwise failed to complete any projects in the required timeline, have been accused of failing to complete any projects in the required timeline, or have forfeited or been asked to return any awarded or expended funds, or been notified by the grantor that you had failed to meet project milestones or timelines or submit required progress reports or other documentation.

C. Experience.
    1. Describe your experience building, managing, and maintaining projects of similar size and scope.
    2. Describe your experience providing customer service and support to end users of your high-speed internet offerings.

II. Technical Merits of the Project

A. Describe the technical approach for this project, including infrastructure, technology type, equipment, and last-mile solutions. Include a broad description of network planning for any central office, head-ends, middle mile fiber, colocations, and remote terminals, to demonstrate that the respondent has sufficient network planning in place to provide the needed service. Based on U.S. Treasury guidance, fiber projects receive prioritization over other technology types.

B. Provide a description of network and equipment redundancy and resiliency that will be built into the network.

C. Please describe proposed speed tiers to be offered to end users. For all locations, the proposed project must be designed to meet or exceed speeds of 100 Mbps symmetrical upon completion.
D. To consider whether the broadband service options offered will be affordable within the proposed service areas, please provide examples of current pricing information for different speed tiers offered in nearby or similar areas. The FCC's urban rate survey U.S. Benchmark Rate will be used as a baseline for analyzing affordability of these plans.
E. Describe the company's operational systems identified in 1-4 below. If applicable, state that NCDIT should rely on the information submitted in your response to the RFP. Provide any updates since that submission or information specific to this project.
    1. Participation in FCC's Broadband Data Collection system;
    2. Commitment to protection of subscriber data;
    3. Subscriber support for network access issues including, lack of service, underperforming service, or issues with equipment; and
    4. Billing and customer service.

III. Cost and Scope of the Project
A. Submit a project budget as described in Section 5 above that identifies the total project cost and average cost per location.
B. Identify the total number of locations proposed to be served, including how many locations are households, businesses, and community anchor institutions.
C. Using the map of eligible locations within the county published in the CAB Planning Tool, submit required mapping information. NCDIT will review and identify the following to be served by your proposal (listed in order of importance):
    1. The number of unserved locations in the county; and
    2. The number of underserved locations in the county

Other Evaluation Processes

The evaluation committee reserves the right to take any of the following actions: cancel this SOW if funds are not available or needs have changed; disqualify any responses to this SOW for nonconformance to the terms described herein; negotiate with specific respondents to achieve the best value; if negotiations are conducted, establish a timeline for the submission of a best and final offer; and extend the time to respond to this SOW. Taking exception to any of the terms and conditions in Attachment A may be considered a weakness of the proposal and/or may result in rejection of the proposal. Furthermore, the evaluation committee may within its discretion reject any response in whole or in part for the following reasons:

- Response is deemed unsatisfactory in terms of quantity, quality, delivery date, price, or service.
- Response does not comply with conditions of the SOW or with the intent of the proposed contract.
- Lack of competitiveness.
- Errors in specifications or indications that a revision of the SOW would be advantageous.
- Cancellation or changes in circumstances eliminate the need for the SOW.
- Limited or lack of funding available.
- Circumstances prevent the determination of the lowest responsible or most advantageous response.
- Any other basis that rejection would be in the best interest of the State of North Carolina.

If no acceptable responses are received but NCDIT determines that a new SOW is not in the best interests of the state, NCDIT may, but is not required to, conduct negotiations in writing with all sources that can meet the requirements.

NCDIT may, but is not required to, reach out to respondents to inquire about clerical errors and seek clarifications pursuant to 09 NCAC 06B .0307.

Section 8. Submission Requirements and Instructions

The deadline for submission is **May 13, 2024, at 11:59 p.m.** All proposals must be received by that time. Late responses will not be considered.

Proposals submitted in response to this SOW are being accepted through the Enterprise Business Services (EBS) system. Instructions for gaining access to EBS and for uploading proposals into EBS may be found at ncbroadband.gov/CAB. If you do not currently have access to the EBS system, please note that the process to receive credentials may take several weeks. **Therefore, to submit a timely proposal, you must begin the process of seeking access to EBS well in advance of the deadline noted above.**

A signature page is located at the end of the SOW, after the terms and conditions set out in Attachment A and project milestones in Attachment B. A signature by an authorized representative of your company indicates agreement with the requirements and specifications of this SOW, the terms and conditions, as well as the following statements:

1. The information submitted in response to this SOW is true and accurate.
2. The information submitted in response to the Broadband Expansion and Access RFP and to this SOW will be relied upon in consideration of this proposal.
3. If selected for a contract pursuant to this SOW, any commitment made in this proposal is a binding term of the contract.

Each respondent must complete a CAB Project Response Form, which may be found at ncbroadband.gov/CAB. This form serves as an overview of the proposal. Additional information not covered in the form must be uploaded separately as described below.

All documents and information listed below must be included in the proposal submitted in the EBS portal. Failure to submit any item in this list may result in disqualification from consideration. This list is an outline; please refer to the relevant sections of this SOW for more complete descriptions of the required information.

1. Executed Scope of Work. This full SOW, including the executed signature page, should be saved in an Adobe PDF format and uploaded as a standalone document. **Do NOT submit only the signature page.**
2. CAB Project Response Form. This should be saved in an Adobe PDF format and uploaded as a standalone document.
3. Updated Financial Information. See I.A.1. above.
4. Mapping Documents: CSV File and .PDF File showing a county-level project map. Naming convention: CAB_ProposedLocationsProject_County_YYMMDD.
5. CAB Project Budget Template.
6. Byrd Anti-lobbying Certification.

7. No Overdue Tax Debts Certification.
8. Key Personnel Form.
9. Documentation of Affordability Program (participation in ACP or similar program).

The CAB Project Response Form, Mapping template for the CSV file, CAB Project Budget Template, Byrd Anti-Lobbying Certification, No Overdue Tax Debts Certification, Key Personnel Form, and guidance on Documentation of Affordability Program may be found at ncbroadband.gov/CAB.

Where applicable, you may reference your RFP submission rather than re-submit the same documentation. However, you must provide any updated information and information specific to this proposed project that should be considered by the evaluation committee.

Upon issuance of this SOW, employees and representatives of NCDIT and the county other than the identified point of contact will not discuss the contents of this SOW with any prequalified respondent or its representatives. Failure of a respondent and any of its representatives to observe this restriction may result in disqualification of any related response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

All terms and conditions from the Broadband Expansion and Access Request for Proposal (RFP # 41-500280 and Requisition # WS687900762) and the Convenience Contract resulting therefrom are incorporated herein and apply to this Scope of Work (together, the "agreement"). All information submitted to NCDIT pursuant to that RFP and in response to this SOW is part of the respondent's offer and will be relied upon in consideration of this proposal.

If the respondent is selected for a contract pursuant to this SOW, any commitment made by the respondent in its response hereto is incorporated herein and is a binding term of the contract.

In addition to the terms and conditions set out in the Broadband Expansion and Access RFP, the following terms and conditions apply to any project awarded pursuant to this Scope of Work.

Monitoring and Reporting

1. Project Monitoring. NCDIT will monitor this project, both on behalf of itself and the county, either directly or through contractors. NCDIT will monitor to ensure that adequate progress is being made towards achieving the project milestones set out in Attachment B herein and that funds are expended (1) for eligible uses only consistent with the purpose for which the funds were awarded, (2) according to the project budget, (3) in compliance with all relevant laws, regulatory requirements, cost principles, and provisions herein and in the Convenience Contract. Monitoring may include, at NCDIT's discretion, progress reports, site visits, document requests, financial reviews, and audits. The frequency and type of monitoring will depend on respondent's risk level as determined by the risk assessment. NCDIT will provide the county with all progress reports, financial reports, audits, technical reports, and reports from site visits within 10 business days of their completion, including supporting documentation.

2. Risk Assessments. NCDIT will conduct risk assessments to determine the appropriate monitoring needs of the project. NCDIT may assess this risk at any time, including prior to award, and may use documentation provided as part of respondent's response to the Broadband Expansion and Access RFP. Upon completion of the initial risk assessment or any reassessment during the performance period, NCDIT shall determine, at its sole discretion, whether a project is low risk, medium risk, or high risk and implement or change monitoring and reporting requirements accordingly.

3. Cooperation in Monitoring. Respondent will cooperate fully and in a timely fashion with NCDIT's monitoring of the project and waives any objection to NCDIT's determination of the project's risk level or monitoring needs.

4. Reporting Compliance. Respondent will, within the timeframe specified by NCDIT, (1) provide the information required by NCDIT in all progress reports; (2) maintain reports and accounting records specific to this project and make available all reports and records for inspection by NCDIT, the Office of State Budget and Management, and the Office of the State Auditor for oversight, monitoring, and evaluation purposes; and (3) generate reports regarding the project as may be requested by NCDIT, including a final report after project completion.

5. Failure to Report. Failure to submit a required report by the scheduled submission date may result in the withholding of any forthcoming payment until NCDIT receives the delinquent report and the report meets with NCDIT's approval. Failure to submit required reports or other documentation as requested by NCDIT within the timeframe specified by NCDIT may, within NCDIT's discretion, result in termination and forfeiture of awarded or expended funds and may negatively impact respondent's eligibility for future funding.

6. Failure to Make Progress. Failure to make adequate progress towards completion of this project, which may be demonstrated by (among other things) failure to submit progress reports or meet required milestones, may, withing NCDIT's discretion, constitute a material breach of respondent's obligations and result in termination and forfeiture of awarded or expended funds and may negatively impact respondent's eligibility for future funding. NCDIT may, at any time during the proposal process or the lifespan of the project, also impose additional reporting requirements and/or award conditions upon respondent. These additional requirements and/or conditions may include, but are not limited to: withholding authority to proceed to the next phase of the project until receipt of evidence of acceptable performance and/or progress within a given period; requiring additional, more detailed financial reports; requiring additional project monitoring; requiring respondent to obtain technical or management assistance; and establishing prior approvals.

7. Final Report. Within 30 days after the completion of construction, respondent shall submit a final report using the format designated by NCDIT describing the activities and accomplishments of the project. The final report shall include a review of performance and activities over the entire project period. In the final report, respondent shall include the following:
    a. A description of the project and how it was implemented;
    b. To what degree the established objectives were met;
    c. The difficulties encountered;
    d. The number of locations served and whether those locations are households or businesses;
    e. Mapping data sufficient to identify all locations served and infrastructure built;
    f. Total final cost of the project;
    g. Cost per location served;
    h. Speed levels, data allowances, and pricing options for all service levels offered to end consumers;
    i. Certification of participation in the Affordable Connectivity Program or other affordability program for low-income consumers within the service area;
    j. Evidence consistent with the Federal Communications Commission attestation that the proposed minimum upstream and minimum downstream broadband speeds identified in the proposal are available throughout the project area to any end user connections; and
    k. Any other information requested by NCDIT.

8. Financial Records. Respondent shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the project in such a manner as to clearly identify and document the expenditure of the funds provided for this project from accounts for other awards, monetary contributions, or other revenue sources. Respondent shall retain all financial records, supporting documents, and all other pertinent records related to this project for five years after project completion, but in the event such

records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Separate Account. At all times during the term of this agreement, respondent is required to deposit and maintain the full amount of the CAB funds, minus any authorized expenditures for progress made on the project, in a separate and distinct financial account that cannot be utilized for any other purposes, including other CAB projects awarded to respondent. Respondent must produce documentation from its bank or financial institution verifying account and fund segregation within five business days of request by NCDIT.
    a. As an alternative to maintaining the separate account, and only if requested in writing by respondent and agreed to in writing by NCDIT at NCDIT's sole discretion, respondent shall (1) maintain, for the life of the project under this agreement, a discrete budget that fully funds the CAB funding amount identified in the agreement; (2) identify and maintain that discrete budget as a separate capital budget line-item in respondent's master capital budget management system for the life of the project; (3) allow NCDIT to inspect the separate capital budget line-item in respondent's master capital budget management system within five business days of request by NCDIT; and (4) upon execution of this agreement, furnish a performance bond in an amount equal to 100% of the CAB funds awarded, which bond shall be executed by a surety company authorized to do business in North Carolina and countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina. A respondent who satisfies these conditions shall be deemed to satisfy the separate account requirement.

10. Audits. Respondent shall have a financial audit performed at least annually by an independent Certified Public Accountant. Respondent shall provide notice to NCDIT of the completion of such audits and will, upon request from NCDIT, provide access to audits and other financial information related to this agreement upon request. Respondent certifies that it will provide NCDIT with notice of any adverse findings which impact this agreement. This obligation extends for one year beyond the expiration or termination of this agreement. The costs of audits shall not be allowable charges under this agreement.

Project Changes

11. Material Changes. A material change is any material alteration in, change to, or reduction of the project, including without limitation, a change in technology type, reduction in the number of locations to be served, reduction in the project area, change in total project cost by 10% or more, or the extension of time for construction. An amendment is required for a material change. Accordingly, prior to implementing a proposed material change, respondent shall submit the proposal to NCDIT for review and approval. Respondent shall not make a material change unless and until (1) the requested material change is expressly approved by NCDIT in writing and (2) an amendment is executed pursuant to the terms of this agreement. Amendments to this agreement requested by either party shall only take effect if and when agreed to in writing by both NCDIT and respondent. If respondent implements a material change without first obtaining written approval from NCDIT and an amendment, it will be subject to the remedies set forth in herein.

12. Project Changes. A project change is any non-material alteration in, change to, or reduction of the project, including without limitation, change in key personnel, project milestones, a change in total project cost by less than 10%, or transfer costs between

project expense line items detailed in the proposal. For a request to transfer costs between line items, all of following criteria must be met: (a) respondent provides justification to the satisfaction of NCDIT for the proposed revision; (b) the requested revision adhered to the eligible activities and cost limitations of this agreement; (c) the project funding amount, match amounts, and the total project cost are not modified; and (d) the requested revision is less than 10% of the total project cost. There shall be no project changes unless expressly approved by NCDIT. Prior to implementing a proposed project change, respondent shall submit the proposal to NCDIT for review and approval and provide such detail and documentation necessary for NCDIT to evaluate the proposed change. Any NCDIT-approved project change shall be made in writing by an authorized representative of NCDIT. NCDIT, in its sole discretion, may deny the requested project change, in which case the following alternatives would apply: (1) the project may be completed without changes; (2) the CAB funding may be rescinded by NCDIT if the project cannot be completed; (3) the CAB funding to the respondent may be rescinded by NCDIT and awarded to an alternate broadband provider pursuant to the CAB statutes; or (4) Respondent may withdraw from the project and return any project funds received to date, among other remedies as described herein. If respondent implements any project change without first obtaining written approval from NCDIT, it may be subject to the remedies set forth herein, unless NCDIT (in its sole discretion) expressly waives this requirement of project change review in writing.

13. Changes that Affect Performance. Respondent shall immediately notify NCDIT of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this agreement or the project. In its sole discretion, NCDIT may deem such a change in conditions, local law, or other event to constitute a material change or a project change.

    a. Any requests for extensions of time may either be deemed a material change or a project change in the sole discretion of NCDIT. If a project or material change to the budget has been requested, reimbursement requests may be delayed pending the approval of the project or material change.
    b. If changes to the budget have been made without the prior approval of NCDIT, no reimbursement shall be made until the process for a material change has been completed.
    c. In the event of a cost overrun or an increase in the total project cost, the amount of CAB funding shall not change. Respondent shall bear sole responsibility for any and all increased costs related to the project. In the event of a change in the total project budget that is 10% or more or a cost underrun, respondent must notify NCDIT, in writing, and submit a revised budget and narrative explaining the budget change or reduction of costs.
    d. If respondent determines that the actual costs of the project are less than the funded amount, it shall report this determination to NCDIT and shall return any surplus funds it has received.

Termination and Remedies

14. Termination by NCDIT for Default or Breach. If respondent fails to fulfill in a timely and proper manner its obligations required under this agreement or violates or fails to comply with any of the covenants or stipulations under this agreement or any applicable laws, rules, and regulations, and such default or breach is not cured within 30 calendar days of respondent's receipt of written notice of such default or breach, then NCDIT shall have the

right to terminate the agreement on any future date after giving respondent ten calendar days' written notice of termination. Any termination notice shall specify the termination date of the agreement and the agreement shall terminate automatically upon that date. Upon termination, (1) NCDIT shall have no responsibility to make additional payments to respondent; (2) respondent shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior and express written authorization; (3) respondent shall return all funds received to NCDIT upon demand; and (4) NCDIT shall have all rights and remedies available to it by law and in this agreement.

15. Immediate Termination by NCDIT. Upon discovery of respondent's commission of fraud, NCDIT may immediately terminate this agreement by written notice. Upon termination, (1) NCDIT shall have no responsibility to make additional payments to respondent; (2) respondent shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior express written authorization; (3) respondent shall return all funds received to NCDIT upon demand; and (4) NCDIT shall have all rights and remedies available to it by law and in this agreement.

16. Termination by Mutual Consent. This agreement may be terminated at any time upon the mutual consent of NCDIT and respondent.

17. Termination due to the Unavailability of Funds. If federal funds for the project become unavailable for any reason, including without limitation, a change in state or federal laws, NCDIT shall have the right to terminate this agreement after giving respondent written notice of termination at least 20 calendar days in advance of the termination date. The notice of termination shall contain the effective termination date of this agreement. Upon notice, respondent shall not expend any CAB funds without NCDIT's express written authorization. Upon termination of this agreement, the state shall have no responsibility to make additional payments to respondent.

18. Termination Procedures. All notices of termination of this agreement shall be given in accordance with the notice provisions of this SOW. If this agreement is terminated, respondent may not incur new obligations for the terminated portion of this agreement after it has received the notification of termination. Respondent shall cancel as many outstanding obligations as possible. Costs incurred by respondent after receipt of the termination notice will be disallowed. Respondent shall not be relieved of liability to NCDIT because of any breach of this agreement by respondent. NCDIT may, to the extent authorized by law, withhold payments to respondent for the purpose of set-off until the exact amount of damages due NCDIT from respondent is determined. Termination of duties of performance do not terminate respondent duties with respect to closeout reporting, record retention, access to records, and compliance with government audits.

19. Reduction in Scope. If respondent desires to reduce the scope of the project, including without limitation, a reduction of the number of locations to be served, it is required to comply with the procedures and requirements for a material change. Respondent acknowledges and agrees that if NCDIT, through a written amendment to this agreement, permits respondent to reduce the scope of the project, NCDIT may reduce the amount of the CAB funding by the corresponding reduction in locations. Upon receiving request to reduce the scope of the project, NCDIT may, in its sole discretion, terminate this agreement. If the respondent reduces the scope of the project without first obtaining approval from NCDIT and entering into an amendment, NCDIT may terminate this

agreement. Upon termination for a reduction in scope, NCDIT may seek all remedies available to it by law and set forth in this agreement. Respondent further agrees that it may be responsible for the following repayment or "clawback" payments:

a. If respondent fails to make service available to the number of locations identified in its proposal or fails to maintain service to those locations for the period of time required, NCDIT shall reduce its CAB funding by the product of the average cost per location and the number of locations not served. If such payments have already been made to respondent, respondent shall repay to NCDIT an amount equal to the product of the average cost per location and the number of locations not served. This remedy is not exclusive to any other remedy available to NCDIT, including termination and clawback or payment of additional amounts.
b. NCDIT shall notify respondent in writing of the amount to be repaid and direct respondent to repay such amount directly to NCDIT. All such amounts shall be due immediately upon demand by NCDIT. If not paid within 30 days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S. §24-1 for the period beginning upon the demand until paid. Upon default in such payment, NCDIT may employ an attorney to enforce its rights and remedies, and respondent hereby agrees to pay the legal costs and reasonable attorneys' fees of NCDIT plus all other reasonable expenses incurred by NCDIT in exercising any of its rights and remedies upon such default.

20. Improper or Ineligible Payments. Any item of expenditure by respondent under the terms of this agreement which is found by auditors, investigators, and other authorized representatives of NCDIT, the U.S. Department of the Treasury, the N.C. Department of State Treasurer, or other federal or state instrumentality to be improper, ineligible, in violation of federal or state law, or the terms of this agreement, or involving any fraudulent, deceptive, or misleading representations or activities of respondent, shall become respondent's liability, and shall be paid solely by respondent, immediately upon notification of such, from funds other than those provided by NCDIT under this agreement. This provision shall survive the expiration or termination of this agreement.

21. Termination and Remedies Acknowledgement. Respondent acknowledges and agrees that the rights and remedies of NCDIT as set forth herein and elsewhere in this agreement are not exclusive and are in addition to any other rights and remedies provided by statute, regulation, or other applicable law or equitable doctrine.

General Provisions

22. Implementing Laws, Rules, and Regulations. This agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the CAB program, including, but not limited to, the following:

a. The CAB statute at N.C.G.S. 143B-1373.1 and all applicable laws, rules and regulations of the State of North Carolina.
b. Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.
c. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022)

and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

d. Provisions of the Supplementary Broadband Guidance relevant to contractors, found at SLFRF and CPF Supplementary Broadband Guidance (treasury.gov).
e. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury regarding the administration of ARPA and SLFRF funds.

23. Conflicts of Interest. Respondent certifies to NCDIT that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of NCDIT or the county involved in the selection, award, or administration of this agreement (each a "covered individual"); no member of a covered individual's immediate family; no partner of a covered individual; and no organization (including respondent) which employs or is about to employ a covered individual; has a financial or other interest in, or has received a tangible personal benefit from, respondent. Should respondent obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to NCDIT in writing. Respondent further certifies to NCDIT that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of NCDIT or the county. Should respondent obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to NCDIT in writing. Respondent understands that (1) NCDIT will use ARPA funds to pay for the cost of this contract and (2) the expenditure of ARPA funds is governed by the Conflict of Interest Policy of NCDIT, the federal requirements, and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234 through 234.3). Respondent must disclose in writing to NCDIT any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

24. Conflict of Interest Policy. Every respondent shall file with NCDIT a copy of respondent's policy addressing conflicts of interest that may arise involving the respondent's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as respondent's employees or members of its board or other governing body, from the disbursing of state funds to respondent, and shall include actions to be taken by respondent or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before NCDIT may disburse funds. Respondent's failure to follow its policy may result in NCDIT refusing reimbursement requests and termination of the agreement.

25. Licenses, Certifications, Permits, Accreditation. Respondent shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to NCDIT proof of any licensure, certification, permit or accreditation upon request.

26. Use of Name. Neither party to this agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. Each party may use factual information regarding the existence and purpose of the relationship that is the subject of this agreement for legitimate business purposes, to satisfy any reporting and funding

obligations, or as required by applicable law or regulation without written permission from the other. In any such statement, the relationship of the parties shall be accurately and appropriately described.

27. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), NCDIT encourages respondent to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.

28. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), NCDIT encourages respondent to adopt and enforce policies that ban text messaging while driving.

29. Ownership of Network. Respondent shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the project pursuant to this agreement.

30. Indemnification. To the fullest extent allowed by law, respondent hereby agrees to release, indemnify, and hold harmless the State (including, without limitation, NCDIT), the County, and their officers, employees, agents and attorneys (together, the "indemnified parties"), from any claims of third parties arising out of any act or omission of respondent or any third party in connection with the performance of this agreement and for all losses arising from the agreement's implementation. Without limiting the foregoing, and to the fullest extent allowed by law, respondent hereby releases the indemnified parties from, and agrees that such indemnified parties are not liable for, and agrees to indemnify and hold harmless the indemnified parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the project identified in this agreement, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the project or arising out of, pertaining to, or having any connection with, the project or the financing thereof (whether arising out of acts, omissions, or negligence of respondent or of any third party or of any of its agents, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subgrantees, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the agreement. Respondent further warrants that it will comply with all relevant and applicable federal requirements and laws, and, to the fullest extent allowed by law, will release, indemnify and hold harmless the indemnified parties from any claims or losses resulting to the indemnified parties from its noncompliance with such federal requirements or law in the performance of this agreement.

31. Merger, Consolidation, or Sale. Respondent agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of respondent contained in this agreement, subject to the prior written consent of NCDIT if such action constitutes an assignment of respondent's obligations under this agreement. If respondent so merges, consolidates, or sells its assets without prior written consent, it agrees to make any

payment due under this agreement to NCDIT upon request and as directed. Further, a merger, consolidation, or sale without prior written consent shall constitute a material default under this agreement, and NCDIT may terminate this agreement upon written notice and hold respondent liable for any such payment provided for under this agreement.

32. Notice of Cessation, Bankruptcy, Dissolution, or Insolvency. Other than as provided for in this section, if respondent ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding during the term of this agreement, it shall be cause for termination. Respondent shall give NCDIT immediate notice of the event. Upon such termination, respondent shall pay the applicable repayment or clawback amount to NCDIT upon request, but only if to make such payment is permissible under applicable bankruptcy, dissolution or insolvency law and, if the matter is under the jurisdiction of a Bankruptcy Court, with approval of the Bankruptcy Court.

33. Subcontractor Agreements. Upon request by NCDIT, respondent shall provide copies of any agreements made by and between respondent and any subcontractors for the purpose of performing services to fulfill its obligations under this agreement.

34. Sovereign Immunity. Notwithstanding any other term or provision in the agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the state under applicable law.

35. Waiver of Objections to Timeliness of Legal Action. Respondent knowingly waives any objections it has or may have to timeliness of any legal action (including any petition for contested case hearing or civil action) by the state (including, without limitation, NCDIT) to enforce its rights under this agreement. This waiver includes any objections respondent may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

36. Use of EBS Required. Respondent acknowledges and agrees to use and to obtain and maintain account access to use Enterprise Business Services (EBS) in connection with its proposal and performance under this agreement.

37. Notice. All notices required or permitted by this agreement shall be in writing and shall be deemed given when (i) sent via electronic mail with delivery confirmation requested; or (ii) when deposited in the United States mail, certified, return receipt requested, first class, postage prepaid. Notices shall be addressed to respondent to the offeror using the name, physical address, and email address listed on the signature page of this SOW. Notice to NCDIT by email shall be addressed to CABprogram@nc.gov with cc to Creecy.johnson@nc.gov. Notice to NCDIT by mail shall be addressed to the Director of the Broadband Infrastructure Office, N.C. Department of Information Technology, P.O. Box 17209, Raleigh, NC 27619-7209, with cc to Creecy Johnson, Legal Counsel, at the same address.

38. Representations, Warranties, and Certifications. Respondent hereby represents, warrants, and certifies that:

    a. Respondent's proposed project area is eligible.
    b. The information provided in respondent's proposal is true and accurate.

c. The signatory on the proposal has been fully authorized by respondent's governing body to file the proposal.
d. If awarded a contract, respondent will properly and timely submit all documentation requested by NCDIT.
e. Respondent has substantially complied with and/or will comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to this project.
f. Respondent has no citation under the Occupational Safety and Health Act that has become a final order within the past three years for willful serious violations or for failing to abate serious violations.
g. Respondent is not in default on any loan or grant previously made by the state of North Carolina.
h. No member of management or any principal of respondent has ever been involved in a financial reorganization, a bankruptcy, or other situation that led to losses by creditors or bond buyers, investor lawsuits, or government investigation alleging fraud or impropriety.
i. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body, that is either pending, or to the knowledge of the respondent, threatened against or affecting the respondent, that could or might adversely affect the project, any of the transactions contemplated by this agreement, the validity or enforceability of this agreement, the abilities of respondent to discharge their obligations under this agreement, respondent's finances or operations, or that would reasonably be expected to impact NCDIT's decision to award a contract. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the project, this agreement and this agreement may be terminated by NCDIT.
j. Respondent is solvent, is financially capable of performing the project responsibilities, is duly authorized to do business under North Carolina law, and is not delinquent on any federal, state, or local taxes, licenses, or fees. If it is subsequently found that respondent was not solvent, was not financially capable of performing its responsibilities under this agreement, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not duly authorized to do business under North Carolina law, respondent may require repayment from respondent or invoke any other remedies available to NCDIT under this agreement.

39. CAB Program Guidelines. NCDIT policy related to the performance of this project is set out in the CAB Program guidelines, which may be amended, modified, or supplemented. Guidelines and other documentation are available at ncbroadband.gov/funding-programs, ncbroadband.gov/grants/cab-program, and ncbroadband.gov/documents/american-rescue-plan/completing-access-broadband-cab-program-guidance/download?attachment

40. Binding Effect. The terms of this agreement are and shall be binding upon the parties and their heirs, executives, representatives, agents, attorneys, partners, successors, predecessors-in-interest, members, managers, member-managers, and assigns, and upon all other persons claiming any interest in the subject matter hereto. The parties must disclose this agreement to any such person or entity described in this section.

ATTACHMENT B: Project Milestones

Milestone	Due Date
• Initial status of the engineering and design of the project • Initial list of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment	Reported in First Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment	Reported in Second Progress Report
• Minimum of at least one Reimbursement Request has been submitted	Submitted within 6 months of Effective Date
• Evidence of the start of construction • Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment	Reported in Fourth (end of first year) Progress Report
• Minimum of two cumulative Reimbursement Requests have been submitted	Submitted within 1 year of Effective Date
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment • Access is available to 10% of the locations with submission of addresses in the format designated by the office	Reported in Sixth Progress Report
• Status of the engineering and design of the project • List and status of agreements, permits, or contractual arrangements that must be acquired or executed to construct or deploy infrastructure/equipment	Reported in Seventh Progress Report
• Completion of the Construction Period • Access is available to 100% of the locations with submission of addresses in the format designated by the office • Beginning of Maintenance Period	Reported in End of Construction Period Final Report
• All reimbursement requests have been submitted	Final submission within 30 days of End of Construction or by Oct. 31, 2026, whichever is sooner
• Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement	Reported in Maintenance Y1 Annual Report
• Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement	Reported in Maintenance Y2 Annual Report
• Submittal of an attestation demonstrating compliance with Broadband Access and Speed requirements pursuant to this agreement	Reported in Maintenance Y3 Annual Report

SIGNATURE PAGE	
STATE OF NORTH CAROLINA	**SOW No.** CABSOWPOLK01
N.C. DEPT OF INFORMATION TECHNOLOGY DIVISION OF BROADBAND AND DIGITAL EQUITY	**Issue Date:** March 28, 2024
Refer ALL inquiries regarding this SOW to: Shanon Gerger at Shanon.Gerger@nc.gov	**Proposal Due Date:** May 13, 2024
	Description: Polk County Scope of Work for the Completing Access to Broadband Program

OFFER AND ACCEPTANCE: NCDIT seeks proposals for the project described in this Scope of Work. NCDIT's acceptance of any offer must be demonstrated by execution of the acceptance found below and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: In cases of conflict between documents comprising the contract, the order of precedence shall be (1) Best and Final Offers, if any, (2) special terms and conditions specific to this SOW, (3) requirements and specifications, (4) Terms and Conditions in the Broadband Expansion and Access RFP, and (5) the agreed portions of the awarded Vendor's offer.

EXECUTION: In compliance with this Scope of Work, and subject to all the conditions herein, the undersigned offers and agrees to provide the goods and services offered, at the price(s) offered herein, within the time specified herein. By executing this offer, I certify that this offer is submitted competitively and without collusion.

OFFEROR: Skyrunner, Inc			
STREET ADDRESS: 779 Dogwood Rd		P.O. BOX:	ZIP: 28806
CITY, STATE & ZIP: Asheville, NC, 28806		TELEPHONE NUMBER: 8282588562	TOLL-FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: James J Boyd		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE: 5/13/2024	E-MAIL: jj@skyrunner.net	

Offer valid for 90 days from date of offer.

ACCEPTANCE OF OFFER: If any or all parts of the proposal are accepted, an authorized representative of NCDIT shall affix his or her signature hereto.

FOR STATE USE ONLY

Offer accepted and contract awarded this 28 *day of* June, *20*24, *as indicated on attached certification,*

by _____ (Authorized representative of NCDIT).