CONTRACT

by and between

CUYAHOGA COUNTY, OHIO

and

PCS FOR PEOPLE OHIO, LLC

THIS CONTRACT (the “Contract”) is made and entered into effective upon signature of the Cuyahoga County Executive on this Contract (the “Effective Date”), by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the “County”) and PCs for People Ohio, LLC (“PFP”), a limited liability corporation, having a place of business at 3126 St. Clair Avenue NE., Cleveland, Ohio 44114.

WHEREAS, the County has a present need for assistance in the deployment of broadband services in Cuyahoga County as detailed in the County’s Request for Proposals, dated July 7, 2021, attached as Exhibit 1; and

WHEREAS, PFP is an entity that can meet the County’s present needs; and

WHEREAS, the County desires to avail itself of the services and PFP is willing to provide such service to the County, as described in their proposal dated September 2, 2021 and attached as Exhibit 2, as modified by the Exhibits, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PFP and the County agree as follows:

Article 1. AGREEMENT AND TERM

1.1 Scope of Agreement. During the Term of this Contract, PFP shall provide assistance in the deployment of broadband services in Cuyahoga County (“Services”) to the County as listed in the Exhibits, all of which are fully incorporated into this Contract. If a discrepancy exists between the terms of the Exhibits and this Contract, the terms of this Contract will be controlling and binding.

1.2 Term. The Term of this Contract shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of three (3) year(s) from the Effective Date.

1.3 Cost. The cost of this Contract shall not exceed $19,382,136.00 in accordance with the Project Budget, attached as Exhibit 3.

Maintenance and Support. In the event that the Services include support and maintenance, such support and maintenance shall include the standard support provided by PFP, and at a minimum be available from 7 am – 6 pm EST Monday through Friday, excluding federal holidays, and include
bug fixes, system patches, updates, upgrades, fix, repair or replace and other services as provided by PFP.

**Article 2. PAYMENT AND INVOICING**

2.1 **Payment.** The County shall provide an initial payment of $12,393,150.00 upon receipt of an invoice from PFP. If the Contract is terminated, any unspent portion of this amount will be returned to the County. After the County has made the initial payment, during the term of this Contract, the County shall pay PFP monthly for the Services outlined in the Exhibits promptly upon receipt of said invoice by the County. If County disputes any invoice, it shall promptly notify PFP who will work cooperatively with County to resolve any disputed amounts. No late fees shall be applied to the County. County is a tax-exempt organization and no taxes shall be applied to the County. In the event taxes are applied to and paid for by the County, PFP shall immediately refund any paid amounts.

2.2 **Invoicing.** PFP shall invoice the County monthly for the Services outlined in the Exhibits upon execution of this Contract. PFP shall provide an itemized invoice that identifies the Services, including but not limited to the services performed, the date of the services performed, and the time spent performing the services, where applicable. PFP shall submit original invoice(s) to the following address: TheLab@cuyahogacounty.us. The terms set forth herein shall supersede any and all terms and conditions set forth on an invoice or purchase order, and any and all such terms and conditions shall be null and void.

2.3 **Unauthorized Services.** In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that (i) PFP provides Services prior to the County’s execution of this Contract (ii) PFP provides Services after this Contract has terminated, (iii) PFP provides Services that would increase the Contract amount above the dollar limit set in Section 1.3 above, or (iv) PFP provides services outside of the scope of the approved Services under this Contract (collectively referred to as “Unauthorized Services”), those Unauthorized Services will be provided at PFP’s risk, and payment therefore cannot, and will not, be made unless and until the County approves the Unauthorized Services in this Contract or a new contract. Upon the County’s approval of the Unauthorized Services, however, the County may ratify any and all performance under this Contract or the new contract and the County may include the performance of those Unauthorized Services in this Contract or the new contract. Payment(s) for Unauthorized Services approved by the County shall not increase the dollar limit of this Contract or the new contract.

**Article 3. INDEMNITIES AND LIABILITIES**

3.1 **Subcontracting.** This Contract was awarded to PFP based upon PFP’s unique qualifications and skills, and no task required to be performed under this Contract by PFP shall be subcontracted to third parties without the express written consent of the County.

3.2 **Warranty.** PFP HEREBY WARRANTS THAT THE SERVICES WILL NOT INFRINGE, MISAPPROPRIATE OR VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY; THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER, CONSISTENT WITH INDUSTRY STANDARDS; THE
SERVICES WILL BE PERFORMED IN STRICT ACCORDANCE WITH REASONABLE STANDARDS OF CARE, SKILL, DILIGENCE AND PROFESSIONAL COMPETENCE APPLICABLE TO SUPPLIERS ENGAGED IN PROVIDING SIMILAR SERVICES; PFP HAS THE REQUISITE SKILL AND STAFF TO PERFORM THE SERVICES REQUIRED HEREUNDER FULLY, IN A TIMELY AND EFFICIENT MANNER; AND PFP WILL PERFORM THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS.

3.3 Indemnification. PFP hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney’s fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of PFP, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by PFP under any terms or provisions of this Contract.

3.4 No Indemnity by County. PFP acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. PFP agrees that no provision of this Contract or any other contract or agreement between PFP and the County may be interpreted to obligate the County to indemnify or defend PFP or any other party.

3.5 Indemnification for Infringement. PFP will release, protect, indemnify, defend, and hold County and its officials, officers, employees, agents, representatives, departments, agencies, boards, and commissions (collectively the “Indemnified Parties”) harmless from and against any claims of infringement of the intellectual property rights by any third parties against an Indemnified Party based on any Service provided under this Contract. Any defense will be at PFP’s sole cost and expense. Further, PFP will indemnify the Indemnified Parties for any liability resulting from any such claims, demands, or suits, as well as hold the Indemnified Parties harmless for PFP’s liability, losses, and damages resulting from such. County agrees to give PFP notice of any such claim as soon as reasonably practicable and to allow PFP to control the defense of any such claim. County shall not agree to any settlement of any such claims, demands, or suits without the prior written consent of PFP. PFP can agree to a settlement without County’s consent provided that the settlement is for monetary relief only and PFP obtains a full release of claims against County. If a claim of infringement is made, or if PFP reasonably believes that an infringement or similar claim that is pending actually may succeed, PFP will do one of the following four things as soon as reasonably possible to avoid or minimize any interruption of County business:

1) Modify the offending application so that it is no longer infringing but provides substantially the same functionality as before the modification;

2) Replace the offending application with an equivalent or better offering;

3) Acquire the right for County to use the infringing application as it was intended for County to use under this Contract; or

4) Terminate the infringing application and refund the amount County paid for the application and the amount of any other Service that requires the availability of the infringing Service for it to be useful to County.

PFP’s obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Contract by either party for any reason.

Article 4. TERMINATION
4.1 **Termination for Default.** Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as “Termination for Default”. If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. PFP, however, shall be paid for all services and/or materials provided on or prior to the date of termination. Any fees paid in advance shall be returned to the County at a prorated amount, excluding funds already spent, encumbered or committed.

4.2 **Termination for Financial Instability.** In the event that PFP becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against PFP of a meritorious petition in bankruptcy under any bankruptcy or debtor’s law, the County may, at its option, immediately terminate this Contract under Section 4.1, the “Termination for Default” clause, by giving written notice thereof.

4.3 **Termination for Bid Protest.** The County may immediately terminate this Contract or any order under this Contract in the event of a successful bid protest and/or court order. Any fees paid in advance shall be returned to the County at a prorated amount and no early termination fees shall apply.

4.4 **Effect of Termination; Expense Reimbursement.** If County terminates this Agreement, PFP shall have the right, to retain any funds for its out-of-pocket expenses incurred (including any cancellation costs related to orders for equipment) or charges assessed by other parties in connection with work in process through the date of termination, provided that PFP shall use reasonable efforts to mitigate such expenses.

**Article 5. INSURANCE**

5.1 PFP shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated in the Exhibits.

**Article 6. CONFIDENTIALITY**

6.1 **Information.** During the Term of this Contract, each party hereto may disclose information (“Information”) to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Contract, the term “Disclosing Party” shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively “Representatives”) in connection with such party’s disclosure of Information to the other party and the term “Recipient” shall refer to either party hereto and any of its Representatives hereto in connection with such party’s receipt of Information from the other party. Either party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this Contract. Information may or may not be expressly identified as “confidential” at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Information hereunder.

6.2 **Disclosure.** The Recipient shall (a) maintain the confidentiality of any Information disclosed; (b) not disclose or permit the disclosure of any Information to any person other than those expressly described in this Contract; (c) not use Information except for the limited purpose of the commercial
relationship between the parties; and (d) protect Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient’s own most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Information which is not permitted by this Contract or other misuse of any Information or breach of this Contract. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Information as permitted herein, (a) limit disclosure of Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Contract ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Information. The Recipient shall cause any Other Persons who receive Information from the Recipient to be bound by all terms of this Contract. Without limiting the direct liability of any Other Persons that may have received Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

6.3 Exclusions. The obligations of this Contract shall not apply to, and “Information” shall not include, any information which the Recipient can prove: (a) is in the public domain in a collected form on the date of disclosure by the Disclosing Party to the Recipient; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

6.4 Release. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Contract. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only that portion of the Information which is legally required.

Article 7. OWNERSHIP

7.1 Documents. All documents created pursuant to this agreement shall be the property of the County upon approval and acceptance of such documents. Notwithstanding the foregoing, County shall not acquire any right, title, or interest in any intellectual property either (i) owned or controlled by PFP prior to the Effective Date or (ii) developed or acquired by PFP independently or separate from this Contract (the “Background IP”). Unless otherwise agreed herein, nothing in this Contract
shall be construed as a transfer, license, and/or assignment by PFP to County of ownership of, title, right or interest in and to its Background IP.

7.2 Data. All data, documents and information provided to PFP by the County shall remain County property and shall be kept confidential in accordance with Article 6. PFP acknowledges that it may have access to County systems and networks for the purposes set forth in this Contract. PFP will not store, copy, analyze, monitor, sell or otherwise use the data except for the purposes set forth in this Contract for the benefit of the County. Upon termination of this Contract, unless expressly agreed to otherwise in writing, PFP shall return all County owned data, documents and information. Data shall be returned in industry standard format and as agreed to by the County within sixty (60) days of termination of this Contract, unless otherwise agreed to in writing by the parties and shall be in compliance with any applicable EU laws. PFP has no intellectual property rights or other claim to County Data, which expressly exclude Background IP of PFP, that is hosted, stored, or transferred to and from the Services provided by PFP.

Article 8. SECURITY
8.1 Security Standards; Service Level Agreement. PFP is solely responsible for any security breaches affecting servers or accounts under its control, direction or to which it has access, on behalf of the County, except for County’s negligence or misconduct. If the County’s server or website is responsible for or involved in an attack on or unauthorized access into another server or system, PFP will follow agreed incident response plan which may include immediate shut down of systems and shall take all necessary measures to protect County Data and ensure continuity of Services. Where applicable, PFP shall assist the County in complying with the various obligations in Articles 32 to 36 of the EU General Data Protection Regulation (“GDPR”). This includes, but is not limited to, assisting with notification to supervisory authorities or a data subject of a data breach and assisting with the carrying out of data protection impact assessments. PFP shall make available to the County all information necessary to demonstrate compliance with its obligations under Article 28 of the GDPR and contribute to audits by the County or another auditor mandated by the County. PFP will fully comply with all applicable laws, regulations, and government orders relating to personally identifiable information (“PII”) (see Ohio Revised Code Chapter 1347), personal data under the GDPR, sensitive personal data under the GDPR and data privacy with respect to any such data that PFP receives or has access to under this Contract or in connection with the performance of any services for the County. PFP shall protect the privacy and legal rights of County data.

8.2 Service Level Agreement. PFP shall provide Services that ensure access for all of the County’s enrolled users in the event of failure at any one of the hosted locations, with effective contingency planning (including back-up and disaster recovery capabilities) and 24x7 trouble shooting service for inquiries, outages, issue resolutions, etc. All such Services shall be dependable and provide response rates that are as good as or better than industry standards. Services shall meet the target levels of the Service Level Agreements (“SLAs”) provided herein and be supported with sufficient connectivity and computing resources to handle reasonably anticipated peak demand, and PFP shall ensure that sufficient bandwidth and computing resources are dedicated to the Services to meet peak demand times without material degradation in performance. PFP further warrants that the Services will be available and in accordance with this Contract at all times throughout the Term. The level of unavailability shall not exceed one half of one percent (0.05%) per month. In the event of a
breach of the foregoing warranty PFP shall apply service level credits based on the actual availability measure for the applicable month as follows:

8.3 Security Standards. The Services shall operate at the moderate level baseline as defined in the National Institute of Standards and Technology ("NIST") 800-53 Rev. 4 moderate baseline requirements, be consistent with Federal Information Security Management Act ("FISMA") and be in the process of and contingent on final compliance in the Federal Risk and Authorization Management Program (FedRAMP), familiar with and align secure development to the Open Web Application Security Project ("OWASP") guidelines/testing best practices, any applicable County’s security standards, and offer a customizable and extendable capability based on open-standards application programming interfaces ("APIs") that enable integration with third party applications. Additional Security requirements are contingent on the NIST Cyber Security Framework as denoted by Executive Order 13636.

8.4 Viruses and Malware. PFP will use its commercial reasonable efforts through quality assurance procedures to ensure that there are no viruses or malware or undocumented features in its infrastructure and Services and that they do not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any use of or access to them by County.

Article 9. MISCELLANEOUS

9.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Office of Innovation and Performance
2079 East 9th Street, 8th Floor
Cleveland, Ohio 44115

With an electronic copy sent to: Law-ContractingProcurementRealEstate@cuyahogacounty.us

In the case of PFP:

PCs for People Ohio, LLC
3126 St. Clair Avenue NE., Cleveland, Ohio 44114

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

9.2 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant,
condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless
in writing and signed by an authorized representative of the party against which such change, waiver,
or discharge is sought to be enforced.

9.3 Survival of Terms. Termination or expiration of this Contract for any reason shall not release
either party from any liabilities or obligations set forth in this Contract which (i) the parties have
expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or
by their nature would be intended to be applicable following any such termination or expiration.

9.4 Record Audit Retention. PFP agrees to make all pertinent contractual books and records and
other documents pertaining to this Contract available to the County and its designated agents for
purpose of audit and examination, during the normal business hours of PFP, upon reasonable request
during the term of this Contract and for a period of two (2) years from the expiration date or final
payment under this Contract, whichever is later; provided however, that should PFP be notified that
an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for
which the aforesaid books and records are material, the aforesaid records shall be retained pending
the completion of said audit.

9.5 Governing Law and Jurisdiction. This Contract shall be governed by, and shall be construed
and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and
federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this
Contract, and each party consents to the exclusive jurisdiction of such courts. PFP hereby agrees not
to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to
remove any legal action outside of Cuyahoga County for any reason. All contracts in which the
County is a party, including this Contract, are subject to the Cuyahoga County Code including, but
not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector
General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree
to comply with the County Code as an integral part of this Contract. The County Code is available
on the County Council's web site at http://council.cuyahogacounty.us/

9.6 Assignment. PFP shall not assign, transfer, convey or otherwise dispose of this Contract, or
its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of
attorney or otherwise, any of the monies due or to become due under this Contract without approval
of the County.

9.7 Ethics Requirements. PFP agrees to remain in compliance with all County Ethics
requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and
Registration of all Lobbyists retained by PFP shall consult the Cuyahoga County Office of Inspector
General to ensure it is in full compliance with all County Ethics requirements. The Inspector
General’s website may be found at: http://inspectorgeneral.cuyahogacounty.us/

9.8 Entire Agreement and Modification. This Contract, including any Exhibits and documents
referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the
entire and exclusive statement of the agreement between the parties with respect to its subject matter
and there are no oral or written representations, understandings or agreements relating to this Contract
which are not fully expressed herein. The parties agree that any other terms or conditions included in
any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall
not be incorporated herein or be binding unless expressly agreed upon in writing by authorized
representatives of the parties. No modification, change or amendment hereof shall be valid unless
such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

9.9 **Findings and Recovery.** PFP represents and warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and PFP must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

9.10 **Good Standing.** PFP is in good standings and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the term of this Contract. Pursuant to 2 C.F.R. 200.213 and 2 C.F.R. Part 180, PFP certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

9.11 **Conflicts of Interest.** PFP personnel may not acquire any personal interest that conflicts with PFP’s responsibilities under this Contract. Additionally, PFP will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under PFP’s control, if such an interest would conflict with that official’s or employee’s duties. PFP will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. PFP will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person’s participation in any such action would not be contrary to the public interest.

9.12 **Force Majeure.** Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by a force majeure event, which is defined as a supervening condition beyond that Party’s reasonable control, including, without limitation, an act of God, civil commotion, strike, labor dispute, epidemic or pandemic, or governmental demand or requirement. Any Party unable to perform due to force majeure shall notify the other Party as soon as practicable and shall take all actions necessary to void or otherwise mitigate the effects of the force majeure event. Any suspension of Services due to force majeure shall be, which determined under the reasonable discretion of PFP, no greater scope or duration than is necessary. The County is relieved from any obligation to pay for any Services that are suspended as a result of the force majeure event.

9.13 **Severability.** If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties’ objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

9.14 **Independent Contractor.** It is fully understood and agreed that PFP is an independent contractor and is not an agent, servant, or employee of County with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are
measured by the wages, salaries, or other remuneration paid to persons employed by PFP for work performed under the terms of this contract. PFP declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers’ compensation, or unemployment compensation that is required in the normal course of business and will indemnify and save harmless Cuyahoga County from such contributions or taxes or liabilities.

9.15 **Headings.** The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

9.16 **Equal Employment Opportunity.** PFP will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

9.17 **Drug-Free Workplace.** PFP must comply with all applicable state and federal laws regarding keeping a drug-free workplace. PFP must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

9.18 **Counterparts.** This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

9.19 **Anti-Discrimination.** PFP agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of PFP to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with PFP, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of PFP to enter into any particular agreements.

9.20 **Public Records Law.** Notwithstanding any provision of this Contract to the contrary, PFP acknowledges that the County is subject to the Ohio Public Records Act (O.R.C. 149.43). If the County receives a request to disclose any information defined as “Confidential Information” or labeled as such by PFP, the County will promptly provide notice of the request for information so that PFP may avail itself of any opportunities to establish reasons why the information should be withheld prior to disclosing such Confidential Information. The burden of establishing the applicability of exceptions to disclosure of information under the Ohio Public Records Act law resides with PFP.

9.21 **No Apparent Authority/Proper Approvals.** PFP recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

9.22 **Execution by Other Entities.** The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders may enter into a contract with PFP for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by PFP and such entity.
9.23 **Annual Appropriations.** All of the County’s obligations under the Contract are contingent upon the County Council’s appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify PFP of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County.

**Article 10. ELECTRONIC SIGNATURE**

PFP AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. PFP ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

(Signature Page to Follow)
IN WITNESS WHEREOF, the County and PFP have executed this Contract effective as of the Effective Date.

CUYAHOGA COUNTY, OHIO

Armond Budish, County Executive

BY:

or designee pursuant to Executive Orders
No. EO2018-0002 dated October 31, 2018
or No. EO2018-0001 dated February 26, 2018

And

PCS FOR PEOPLE OHIO, LLC

BY:

Name: Bryan Mauk

Title: Chief Innovation Officer

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio
Jonathan Stone McGory, Assistant Director of Law
Gregory G. Huth, Esq. Director of Law
REQUEST FOR PROPOSAL

RFP#: 6906

RFP Title: Partnership for Deployment of Broadband Services in Cuyahoga County, Ohio

RFP ISSUE DATE: Wednesday, July 7, 2021

PROPOSAL DUE DATE: Monday, September 6, 2021, at 11:00 AM

ISSUING DEPARTMENT: Department of Purchasing
Cuyahoga County Administrative Headquarters
2079 East 9th Street, 2nd Floor, Room 2-200
Cleveland, Ohio 44115

Proposals MUST be delivered to the ISSUING DEPARTMENT by the date and time listed. Any proposal received after this date and time will be returned and/or unopened.

REQUESTING DEPARTMENT: Office of Innovation and Performance
Cuyahoga County Administrative Headquarters
2079 East Ninth Street, Room 8-200
Cleveland, Ohio 44115

Revised 11/6/2020
PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP# 6906)

Cuyahoga County, on behalf of the Office of Innovation and Performance, is soliciting proposals from agencies and organizations to provide the following services: Partnership for Deployment of Broadband Services in Cuyahoga County, Ohio.

Copies of the proposal specifications are available from the Department of Purchasing. A Proposal received by a Vendor who is not a "Plan Holder of Record" may be deemed non-responsive. A "Plan Holder of Record" is one who has received the RFP directly from the Cuyahoga County Department of Purchasing. Please call (216) 443-7200 to request a copy of the RFP to be placed on the official plan holders' list.

A pre-proposal conference is scheduled via telephone conference on Tuesday, July 27, 2021, at 1:30pm in Room 8-007 at the Cuyahoga County Administrative Headquarters Building, 2079 East Ninth Street, Cleveland, Ohio 44115. The call-in number +1 440-462-2064 Access Code: 563 708 601# Proposal specifications will not be distributed at the conference.

Vendors are also encouraged to register in the Cuyahoga County Supplier Portal, the County’s Electronic Bid Submissions program, and to receive notices of future bid opportunities [Phone: (216) 443-7200]. Go to opd.cuyahogacounty.us and click on the link for INFOR Supplier Portal Registration.

Completed proposals must be submitted as follows:

To the Cuyahoga County Administrative Headquarters Department of Purchasing, 2079 East 9th Street, 2nd Floor, Room 2-200, Cleveland, Ohio 44115 no later than 11:00am (Local Time) on Monday, September 6, 2021. The official closing time shall be determined by the wall clock located in the Cuyahoga County Department of Purchasing (SAME ADDRESS). Late bids will be returned unopened.

OR

In the Cuyahoga County Supplier Portal system, no later than 11:00am (Local Time) on Monday, September 6, 2021. The official closing time shall be determined by the Supplier Portal clock. Late bids will not be opened.

Duplicate responses will be deemed non-responsive.

Catherine H. Tkachyk, Interim Director
Department of Purchasing

This notice may be viewed on the Cuyahoga County website at: https://opd.cuyahogacounty.us by selecting “Notices and Contracts Search.” At “Select Item Type,” click on “Notices.” Next enter the “Notice Bid Close Date” range or “Notice Number” and select “search” to view applicable notices.
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