

NASPO ValuePoint
PARTICIPATING ADDENDUM



**PUBLIC SAFETY COMMUNICATIONS
PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of **Washington**

Master Agreement#: 00318

Contractor: **Aviat U.S., Inc.**

Participating Entity:

STATE OF WEST VIRGINIA DIVISION OF EMERGENCY MANAGEMENT

The following products or services are included in this contract portfolio:

Aviat U.S., Inc has been awarded the following categories/sub-categories/solutions. Detail regarding available services, software options along with products and pricing are available on the NASPO ValuePoint webpage.

- 5.1 Microwave: Carrier Grade, Packet Data (Native IP)
- 5.2 Microwave: Network Grade
- 5.5 Microwave: Carrier Grade, Native Time Division Multiplex (TDM)
- MICROWAVE Sub-Cat 5.1 Indoor Solution
- MICROWAVE Sub-Cat 5.1 Outdoor Solution
- MICROWAVE Sub-Cat 5.2 Indoor Solution
- MICROWAVE Sub-Cat 5.2 Outdoor Solution
- MICROWAVE Sub-Cat 5.5 Indoor Solution
- MICROWAVE Sub-Cat 5.5 Outdoor Solution

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: As authorized by W.Va. Code 5A-3-3a, the West Virginia Division of Emergency Management may participate in this Participating Addendum in accordance with the terms and conditions of this Participating Addendum
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Laurent Brigdan
Address:	200 Parker Dr, Ste C100A Austin, TX 78728
Telephone:	206-369-7766
Fax:	
Email:	Laurent.Brigdan@Aviatnet.com

Participating Entity

Name:	Jeffrey D. Perry
Address:	WV Division of Emergency Management 2403 Fairlawn Ave., Dunbar, WV 25064-1138
Telephone:	304/558-5380
Fax:	
Email:	jeffrey.d.perry@wv.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ **LJ** No changes to the terms and conditions of the Master Agreement are required.

☒ **[XX]** The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1. **ORDER OF PRECEDENCE:** With respect to the Participating Entity and Contractor, this Participating Addendum modifies and supersedes anything contained on Contractor's form(s) whether or not they are submitted before or after the signing of this Participating Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN CONTRACTOR'S FORM(S) AND THIS PARTICIPATING ADDENDUM, THIS PARTICIPATING ADDENDUM SHALL CONTROL.

4.2. **PAYMENT -** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever

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is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

4.3. **FISCAL YEAR FUNDING** -Performance of this Participating Addendum is contingent upon funds being appropriated by the WV Legislature or otherwise being available for the purchases contemplated under this Participating Addendum. In the event funds are not appropriated or otherwise available, the Participating Addendum becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the Participating Entity may notify the Contractor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4.4. **RIGHT TO TERMINATE** - The Participating Entity reserves the right to terminate this Participating Addendum upon thirty (30) days written notice to the Contractor. If this right is exercised, the Participating Entity agrees to pay the Contractor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require Participating Entity to (1) compensate Contractor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Participating Addendum is terminated early.

Any language seeking to accelerate payments in the event of Participating Addendum termination, default, or non-funding is hereby deleted.

4.5. **DISPUTES** -Any language binding the Participating Addendum to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Participating Addendum to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Contractor against the Participating Entity shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

4.6. **FEES OR COSTS:** Any language obligating the Participating Entity to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

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4.7. **GOVERNING LAW** -Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Participating Addendum and the purchases contemplated thereunder is deleted. The Participating Addendum shall be governed by the laws of the State of West Virginia.

4.8. **RISK SHIFTING** - Any provision requiring the Participating Entity to bear the costs of all or a majority of business/legal risks associated with this Participating Addendum, to indemnify the Contractor, or hold the Contractor or a third party harmless for any act or omission is hereby deleted.

4.9. **LIMITING LIABILITY** -Any language limiting the Contractor's liability for direct damages to person or property is deleted.

4.10. **TAXES** -Any provisions requiring the Participating Entity to pay Federal, State or local taxes or file tax returns or reports on behalf of Contractor are deleted. The Participating Entity will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

4.11. **NO WAIVER** -Any provision requiring the Participating Entity to waive any rights, claims or defenses is hereby deleted.

4.12. **STATUTE OF LIMITATIONS** -Any clauses limiting the time in which the Participating Entity may bring suit against the Contractor or any other third party are deleted.

4.13. **ASSIGNMENT**-The Contractor agrees not to assign the Participating Addendum to any person or entity without the Participating Entity's prior written consent, which will not be unreasonably delayed or denied. The Participating Entity reserves the right to assign this Participating Addendum to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Contractor. These restrictions do not apply to the payments made by the Participating Entity. Any assignment will not become effective and binding upon the Participating Entity until the Participating Entity is notified of the assignment, and the Participating Entity and Contractor execute a change order to the Contract.

4.14. **RENEWAL** - Any language that seeks to automatically renew, modify, or extend the Participating Addendum beyond the initial term or automatically continue the Participating Addendum period from term to term is deleted. The Participating Addendum may be renewed or continued only upon mutual written agreement of the Parties.

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4.15. **INSURANCE** -Any provision requiring the Participating Entity to maintain any type of insurance for either its or the Contractor's benefit is deleted.

4.16. **RIGHT TO REPOSSESSION NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Participating Entity does recognize a right of repossession with notice.

4.17. **DELIVERY** -All deliveries for purchases contemplated under the Participating Addendum will be FOB destination unless the Participating Entity expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

4.18. **CONFIDENTIALITY** - Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Participating Addendum are hereby deleted. State of West Virginia contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-l, et seq.) and public procurement laws. This Participating Addendum and other public records may be disclosed without notice to the Contractor at the Participating Entity's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Participating Addendum through a separately approved and signed non-disclosure agreement.

4.19. **THIRD-PARTY SOFTWARE**-If this Participating Addendum or the purchases contemplated under the Participating Addendum contemplates or requires the use of third-party software, the Contractor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Participating Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Participating Addendum. The Contractor shall indemnify and defend the Participating Addendum against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Participating Addendum.

4.20. **AMENDMENTS** -The parties agree that all amendments, modifications, alterations or changes to the Participating Addendum shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Participating Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and strikethrough for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

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4.21 Federal Procurement Standards

Federal Emergency Management Agency (FEMA) grant recipients and subrecipients (also known as non-Federal entities or NFEs) will often use contractors to help them carry out work under their awards. These contracts are a commercial transaction between the NFE and its contractor, and FEMA has no contractual relationship with NFEs' contractors. Although FEMA is not a party to the contract, if an NFE is using Federal funding to pay for the contract, the NFE must comply with Federal laws, including the Federal Procurement Standards. The Federal Procurement Standards for NFEs are described in Title 2 of the Code of Federal Regulations (C.F.R.), Part 200, sections 200.317-200.327. 2 C.F.R. § 200.327 states that "the non-Federal entity's contracts *must* contain the applicable provisions described in Appendix II to this part." (*Emphasis added*). As such, these **Required Contract Provisions** and **Recommended Contract Provisions** are to be made part of any agreement between the State of West Virginia, through the West Virginia Division of Emergency Management, a State of West Virginia government agency, and the Contractor. The State of West Virginia and Contractor may individually be referred to as a "Party" herein, or the "Parties" collectively.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

REQUIRED CONTRACT PROVISIONS

4.21.1. *Breach of Contract* - All administrative, contractual, and other legal remedies available by law, including sanctions and penalties, are available to the applicant in the event of a breach of contract.

4.21.2. *Termination for Cause and for Convenience* - Please see paragraph 4.4 Right to Terminate Clause contained in this Participating Addendum.

4.21.3. *Clean Air Act and Federal Water Pollution Control Act* - The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contractor agrees to report each violation to the State of West Virginia and understands and agrees that the State of West Virginia will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The Contractor agrees to report each violation to the State of West Virginia and understands and agrees that the State of West Virginia will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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

4.21.4. *Suspension and Debarment* - This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the State of West Virginia. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the State of West Virginia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.21.5. *Byrd Anti-Lobbying Amendment* - The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) applies. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification - If applicable, Contractors must sign and submit the following certification to the non-Federal entity with each bid or offer exceeding \$100,000, which is attached as Exhibit 1.

Bidder or proposer must fill out Exhibit 1 attached hereto and submit the completed certification with the bid or proposal.

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4.21.6. *Prohibition on Contracting for Covered Telecommunications Equipment or Services-*

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

8. *Prohibitions.*

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- iii. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iv. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- v. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- vi. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. *Exceptions.*

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

D. Reporting requirement.

- i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (D)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The Contractor shall report the following information pursuant to paragraph (D)(i) of this clause:
 - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b. Within 10 business days of submitting the information in paragraph (D)(ii)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other

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contractual instruments.

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

For purposes of this clause:

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

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

RECOMMENDED CONTRACT PROVISIONS

4.21.8. *Access to Records* - The Contractor agrees to provide the State of West Virginia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4.21.9. *Contract Changes or Modifications* - Any modification, amendment, addendum, change order or constructive change which alters the method, price, or work schedule of the contract must comply with paragraph 4.20 of this Participating Addendum.

4.21.10. *OHS Seal, Logo, and Flags* - The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

4.21.11. *Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding* - The Contractor acknowledges that FEMA

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financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.21.12. *No Obligation by Federal Government* - The Federal government is not a party to this Participating Addendum and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

4.21.13. *Program Fraud and False or Fraudulent Statements or Related Acts* - The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

4.21.14. *Affirmative Socioeconomic Steps* - If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

5. Subcontractors: All contractors, dealers, and resellers authorized in the State of West Virginia, as shown on the dedicated Contractor (cooperative contract) website, are approved

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to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: West Virginia Emergency Management Division	Contractor: Aviat US INC
Signature: 	Signature: 
Name: G. E. McCabe	Name: Keith Fanneron
Title: Director	Title: VP Global Finance & IT
Date: May 16, 2022	Date: 16-May-22

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org.

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EXHIBIT1

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Keith Fanneron VP Global Finance & IT

Name and Title of Contractor's Authorized Official

5/16/2022

Date