

Yavapai County Broadband Initiative Request for Proposal (RFP)

Solicitation No.: YCBI-001

Date: October 13, 2021

Materials and Service Description: Design, construction, implementation, provision, and maintenance of broadband services to households and businesses without access to broadband and those with connections that do not reliably meet or exceed broadband upload and download speeds of 100 megabits per second (Mbps).

Pre-Offer (Virtual) Conference: A Pre-Offer Bidder's Non-Mandatory Conference will be held via ZOOM on October 25, 2021, at 10:00 AM MST (local time).

The link to the conference is as follows:
<https://us02web.zoom.us/j/89887371573?pwd=OWZTa1JdDlkaVBkU0lCaTUwSExvZz09>.

Verbal responses to questions raised at the conference shall not amend this Solicitation. If an issue is raised at the conference that results in a decision by Yavapai County to amend this Solicitation, this Solicitation may be amended only by issuance of a written Solicitation Addendum. An Offeror may not rely on any verbal responses to questions at the conference.

Due Date and Time: **December 2, 2021, at 1:30 PM MST (local time)**

Location for Submission: Yavapai County Board of Supervisors
Clerk of the Board
1015 Fair Street
Room 310
Prescott, AZ 86305

Opening Location and Time: **Proposals will be publicly opened at 2:00 PM MST (local time) on Thursday, December 2, 2021, at 1015 Fair Street, Room 208, Prescott, AZ 86305.** Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until an award is made, except as may otherwise be required by law or court order. In order to prevent spreading the COVID-19 virus, attendees are encouraged to bring their own facemask or cloth face-covering to be worn while onsite.

In accordance with Yavapai County procurement policies, Arizona law, and the American Rescue Plan Act of 2021, competitive sealed proposals for the materials and services specified herein will be received by Yavapai County, at the above specified location, until the time and date cited.

Proposals must be sealed and plainly marked with "Solicitation No. YCBI-001" and must be received in the Board of Supervisors Office, 1015 Fair Street, Room 310, Prescott, AZ 86305 by the final date and time for submission of Offers to this Solicitation, as indicated on the official clock located in the office of the Clerk of the Yavapai County Board of Supervisors. Yavapai County shall not be responsible for the pre-opening of, post-opening of, or failure to open proposals that are not properly submitted, properly marked, time/date stamped as received by the Yavapai County Board of Supervisors Office by the Offer Deadline, or sent to the wrong address. **NOTE: If submitting a bid via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service, all bid documents must be marked as indicated above and entirely contained within the mailing device.**

Proposals shall be in the actual possession at the location indicated, on or prior to the exact time and date indicated above. Time is of the essence as to all submissions. Late submissions may only be considered for cause and in the sole and absolute discretion of Yavapai County.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THIS ENTIRE SOLICITATION.

Yavapai County makes every effort to ensure a successful bid process. However, it is ultimately Offeror's responsibility to obtain, complete, and submit the required paperwork and documentation in accordance with this Solicitation. Failure to do so may result in rejection of the Offer, in Yavapai County's sole and absolute discretion. By submitting an Offer, Offeror acknowledges and agrees that: (1) Offeror has read, understands, and agrees to be bound by the terms of this Solicitation; (2) Offeror is solely responsible for submitting a proposal in compliance with this Solicitation and all Solicitation Addendums as may be posted at <https://yavapaiaz.gov/bids>; and (3) if Offeror's proposal does not comply in all respects with this Solicitation, Offeror shall hold Yavapai County harmless for any and all losses that may result from the rejection of Offeror's proposal or from Yavapai County awarding the Contract to another individual or entity.

A "Registration of Intent to Respond" form is included so that Yavapai County may communicate with vendors who may be interested in submitting an Offer. Responses to inquiries, Solicitation Addendums, amendments, revisions, and other changes or clarification to this Solicitation will be posted as they are developed, on the Yavapai County website. It is Offeror's responsibility to check the website for any changes made to this Solicitation prior to the Closing Date. The deadline for submitting the "Registration of Intent to Respond" form to Tim Carter via email at Tim.Carter@yavapaiaz.gov or by delivery via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service to 2970 Centerpointe East, Prescott, AZ 86301, is **October 28, 2021, at 5:00 PM MST (local time)**.

Questions regarding this Solicitation should be submitted via email to Tim.Carter@yavapaiaz.gov or via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service to Tim Carter, 2970 Centerpointe East, Prescott, AZ 86301.

This Request for Proposal (RFP) has been prepared by Yavapai County as the soliciting procurement entity acting on behalf of Yavapai County.

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UNIFORM INSTRUCTIONS FOR OFFERS

1. **DEFINITION OF TERMS.** As used in these instructions, the terms listed below are defined as follows:

- 1.1 **“ARPA” or the “American Rescue Plan Act of 2021”** means the American Rescue Plan Act of 2021, including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury interim and final rules, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, and performance and reporting requirements.
- 1.2 **“Award”** means the selection of one or more successful Offerors in connection with this Solicitation.
- 1.3 **“Broadband”** means the Federal Communication Commission fixed speed benchmark for determining advanced communications capability, which is currently 25 megabits per second (Mbps) download and 3 megabits per second (Mbps) upload.
- 1.4 **“Business” or “businesses”** means all business types and – to the extent possible – home-based businesses and telecommuter use of broadband.
- 1.5 **“Business days”** means days when Yavapai County is open for business and does not include weekends or holidays recognized by Yavapai County. A few of the upcoming holidays recognized by Yavapai County are as follows:
 - 1.5.1 November 11, 2021: Veterans Day.
 - 1.5.2 November 25, 2021, and November 26, 2021: Thanksgiving.
 - 1.5.3 December 24, 2021: Christmas Day observed.
 - 1.5.4 December 31, 2021: New Year’s Day observed.
 - 1.5.5 January 17, 2022: Civil Rights Day/Martin Luther King, Jr. Day.
- 1.6 **“Community Anchor Institutions”** means school districts, charter schools, public libraries, community centers, fire and police stations, city halls, county buildings, justice courts, state facilities, public safety locations, medical offices, nursing homes, etc.
- 1.7 **“Contract”** means the executed agreement entered into pursuant to this Solicitation along with this Solicitation, including any addendum, Exhibits, the Special Instructions to Offerors, the Special Terms and Conditions, and the Scope of Work; the conforming Offer and any best and final offers; and any amendments to this Solicitation or the Contract; and any terms applied by law.
- 1.8 **“Contractor”** means any successful Offeror who has entered into a Contract with Yavapai County pursuant to this Solicitation.
- 1.9 **“County” or “Yavapai County”** means Yavapai County, a political subdivision of the State of Arizona.
- 1.10 **“County Representative”** means County Administrator or Assistant County Administrator acting on behalf of Yavapai County in regard to this Solicitation.

County Administrator may be contacted via email at Phil.Bourdon@yavapaiaz.gov or Assistant County Administrator may be contacted via email at Jack.Fields@yavapaiaz.gov, and both may be contacted via courier service or U.S. Postal Service at 1015 Fair Street, Prescott, AZ 86305.

- 1.11 **"Days"** means calendar days unless otherwise specified.
- 1.12 **"Exhibits"** means all items attached as a part of this Solicitation.
- 1.13 **"Fiber" or "Fiber to the home" or "FTTH" or fiber to the premises" or "FTTP"** means the installation and use of optical fiber from a central point directly to individual buildings such as residences, apartment buildings, and businesses to provide high-speed internet access.
- 1.14 **"Gigabit Per Second" or "Gbps" or "GB"** means 1,000,000,000 bits per second.
- 1.15 **"Household" or "households"** means all residential dwellings such as a single or multiple family residence, apartment, condominium, or similar building or structure, where a person can live as of the date of this Solicitation.
- 1.16 **"Last Mile"** means connection to the customer premises.
- 1.17 **"Local Convergence Point" or "LCP"** means the place where feeder cable ends and distribution cable begins (from here each customer has a dedicated fiber).
- 1.18 **"Megabit Per Second" or "Mbps" or "MB"** means 1,000,000 bits per second.
- 1.19 **"Middle Mile"** means connection from the local communication provider point of presence to the provider backhaul.
- 1.20 **"Offer"** means an offer, bid, or proposal in response to this Solicitation.
- 1.21 **"Offer Deadline"** means the final date and time for submission of Offers to this Solicitation.
- 1.22 **"Offeror"** means a bidder or vendor who responds to this Solicitation by submission of an Offer.
- 1.23 **"Passings"** means fiber runs in front or past a site.
- 1.24 **"Platted areas"** means land, or a portion thereof, that has been divided into lots, tracts or parcels and reflected on a recorded plat.
- 1.25 **"School Districts in Yavapai County"** means the following school districts whose boundaries may be viewed on the Yavapai County Geographic Information Systems (GIS) website at <https://yavapaiaz.gov/gis/gis-mapping-applications> through the Interactive Map Tool and map layers under Districts/Precincts with School Districts checked so that layer is turned on:
 - 1.25.1 Ash Fork Joint Unified School District No. 31 or Ash Fork USD, which does not include the portion of the school district in Coconino County.

- 1.25.2 Bagdad Unified School District No. 20 or Bagdad USD.
 - 1.25.3 Beaver Creek Elementary School District No. 26 or Beaver Creek ESD.
 - 1.25.4 Camp Verde Unified School District or Camp Verde USD.
 - 1.25.5 Cañon Elementary School District No. 50 or Cañon ESD.
 - 1.25.6 Chino Valley Unified School District No. 51 or Chino Valley USD.
 - 1.25.7 Congress Elementary School District No. 17 or Congress ESD.
 - 1.25.8 Crown King Elementary School District No. 41 or Crown King ESD.
 - 1.25.9 Hillside Elementary School District No. 35 or Hillside ESD.
 - 1.25.10 Humboldt Unified School District No. 22 or Humboldt USD.
 - 1.25.11 Mayer Unified School District No. 43 or Mayer USD.
 - 1.25.12 Kirkland Elementary School District No. 23 or Kirkland ESD.
 - 1.25.13 Mingus Union High School District No. 4 or Mingus UHSD, which includes the boundaries of Clarkdale-Jerome Elementary School District No. 3 and Cottonwood-Oak Creek Elementary School District No. 6.
 - 1.25.14 Prescott Unified School District No. 1 or Prescott USD.
 - 1.25.15 Sedona Oak-Creek Joint Unified School District No. 9 or Sedona Oak-Creek USD, which does not include the portion of the school district in Coconino County.
 - 1.25.16 Seligman Unified School District No. 40 or Seligman USD.
 - 1.25.17 Skull Valley Unified School District No. 15 or Skull Valley USD.
 - 1.25.18 Wickenburg Unified School District No. 9 or Wickenburg USD, which does not include the portion of the school district in Maricopa County.
 - 1.25.19 Williamson Valley Elementary School District No. 2 or Williamson Valley ESD.
 - 1.25.20 Yarnell Elementary School District No. 52 or Yarnell ESD.
 - 1.25.21 And excludes the following school districts:
 - 1.25.21.1 Clarkdale-Jerome Elementary School District No. 3 because it is included in Mingus UHSD.
 - 1.25.21.2 Cottonwood Oak Creek Elementary School District No. 6 because it is included in Mingus UHSD.
 - 1.25.21.3 Mountain Institute Career and Technology Education District #02 because it is an overlay school district.
 - 1.25.21.4 Valley Academy of Career and Technology Education (VACTE) #01 because it is an overlay school district.
 - 1.25.21.5 Yavapai Accommodation School District No. 99 because it has no geographic boundaries.
- 1.26 **"Solicitation"** refers to the Request for Proposal (RFP) Solicitation No. YCBI-001 and all terms and conditions and Exhibits herein, including any Solicitation Addendum subsequently issued.
- 1.27 **"Solicitation Addendum"** refers to written addendum validly issued by Yavapai County in accordance with the terms and conditions of this Solicitation.
- 1.28 **"Solicitation Contact Person"** means Tim Carter who may be contacted via email at Tim.Carter@yavapaiaz.gov or via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service at 2970 Centerpointe East, Prescott, AZ 86301.
- 1.29 **"Solicitation Number"** refers to the unique number designated on the cover page to this Solicitation.

- 1.30 "Subcontract"** means any agreement, expressed or implied, between Contractor and another party or between a subcontractor and another party for performance of any work or furnishing of any material or any service required for the performance of the Contract.
- 1.31 "Unserved" or "Underserved"** under ARPA means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps upload speeds.

2. PRE-OFFER INQUIRIES.

- 2.1 Duty to Examine.** It is the responsibility of Offeror to examine the entire Solicitation, seek clarification in writing, consult with Offeror's legal, financial, tax, and technical experts and check its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing an Offer after the Offer Deadline.
- 2.2 Solicitation Contact Person.** Any inquiry related to this Solicitation, including any requests for or inquiries regarding standards referenced in this Solicitation shall be directed solely to Solicitation Contact Person. Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee or agent of County unless this Solicitation specifically identifies a person other than Solicitation Contact Person as a contact, or they are directed to do so by Solicitation Contact Person.
- 2.3 Submission of Inquiries.** It is preferable to have inquiries submitted via email to Solicitation Contact Person. Any inquiry related to this Solicitation shall refer to the "Yavapai County Broadband Initiative" and the Solicitation Number, but should otherwise clearly indicate that it is an inquiry or request for additional information, rather than a completed Offer. If an inquiry is responded to, the inquiry and response will be posted to <https://yavapaiaz.gov/bids>. Inquiries will not be accepted and will not be responded to if submitted less than seven (7) days before the Offer Deadline.
- 2.4 Requests for Exceptions.** An Offeror may submit to Solicitation Contact Person a written request for an unsubstantial, nonmaterial exception or deviation to a specific term, condition, or other provision in this Solicitation. Requests for an exception must identify the specific condition, term, or other provision to be excepted or modified and clearly state any proposed substitutions or modifications.

A requested exception that substantially or materially alters a term, condition, or other provision shall be rejected. County Representative shall determine, in his or her sole discretion, whether an exception is substantial or material and advise Offeror of the decision. If an Offeror submits a preprinted contract, it shall be rejected.

A request for exceptions must be submitted to Solicitation Contact Person not less than seven (7) days prior to the Offer Deadline. A request for exceptions shall not be accepted, in whole or in part, unless accepted in writing, including email, by County Representative.

If Offeror does not receive a written response to a request for exceptions prior to the Offer Deadline, Offeror may restate the request for an unsubstantial and nonmaterial exception in its Offer. A request for exceptions in an Offer will be considered by County when evaluating the Offer. If the request for exceptions is not acceptable, County may reject the Offer in County's sole and absolute discretion.

2.5 Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer Deadline. Failure to do so will result in the inquiry not being answered.

2.6 No Reliance on Verbal Responses. Any inquiry that results in changes to this Solicitation shall be answered solely through a written Solicitation Addendum. An Offeror may not rely on verbal responses from Solicitation Contact Person to inquiries.

3. OFFER PREPARATION.

3.1 Forms. It is Offeror's responsibility to download this Solicitation from <https://yavapaiaz.gov/bids>. County will not be supplying Offeror with hard copies of this Solicitation, except for cause and in the sole and absolute discretion of Yavapai County. It is Offeror's responsibility to check this website for any inquiries, responses to inquiries, Solicitation Addendums, amendments, revisions, and other changes or clarification to this Solicitation. An Offer must comply with this Solicitation and be submitted with all information requested in this Solicitation. If a substitute document is used for any supplied documents or forms such as the questionnaire or any exhibits to this Solicitation, then the substitute documents must be legible and contain the same information requested in any such supplied documents or forms.

3.2 Typed or Ink; Corrections. An Offer must be typed or in ink. Erasures, interlineations, or other modifications in an Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened, except as provided by law or court order.

3.3 Acknowledgement and Acceptance: The Acknowledgement and Acceptance of the terms and conditions of this Solicitation must be submitted with an Offer and signed by an authorized representative of Offeror who represents and warrants that representative is authorized to execute the Offer on behalf of Offeror and to bind Offeror.

All exceptions or modifications requested by Offeror, regardless of whether County previously accepted the requested exceptions or modifications requested by Offeror, must be clearly set forth in the Acknowledgement and Acceptance. Any exceptions or modifications set forth in the form that have not been previously accepted by County may be rejected if County determines, in its sole judgment, that a requested exception or modification would substantially or materially alter a term, condition, or other provision of this Solicitation. Unacceptable exceptions or modifications may remove an Offer from consideration for Award.

- 3.4 Offer Sheet, Acknowledgement and Acceptance, Non-Collusion Affidavit, and Certification of Non-Participation in RFP.** The Offer Sheet, Acknowledgement and Acceptance, Non-Collusion Affidavit, and Certification of Non-Participation in RFP within this Solicitation shall be submitted with an Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify Offeror's intent to be bound by the Offer and the terms of this Solicitation and that the information provided is true, accurate and complete. Failure to submit these forms may result in rejection of the Offer, in County's sole and absolute discretion.
- 3.5 Subcontractors.** An Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation.** To the fullest extent permitted by law, County will not reimburse an Offeror for the cost of responding to this Solicitation.
- 3.7 Incurring Costs.** Yavapai County is not liable for any costs, expenses, fees, etc. incurred by Offeror prior to issuance of a Contract.
- 3.8 Solicitation Addendum.** Unless otherwise stated in this Solicitation, each Solicitation Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a Solicitation Addendum or to follow the instructions for acknowledgement of the Solicitation Addendum may result in rejection of an Offer, in the sole and absolute discretion of County.
- 3.9 Tax Identification Numbers.** An Offeror must provide his or her Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer Sheet and provide the tax rate and amounts where applicable in the Offer.
- 3.10 Taxes.** County is exempt from paying federal excise tax and state property taxes. County is not exempt from state and local transaction privilege (sales) taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the State is not a factor in determining an Award.
- 3.11 Order of Precedence.** This Request for Proposal includes the following documents listed in their order of precedence:
- 3.11.1** Solicitation and Solicitation Addendums;
 - 3.11.2** Special Requirements of Solicitation;
 - 3.11.3** General Terms and Conditions of Contract;
 - 3.11.4** Scope of Work;
 - 3.11.5** Solicitation Attachments and Exhibits; and
 - 3.11.6** Uniform Instructions for Offers.

In the event of conflicts or discrepancies among the foregoing Solicitation documents, interpretations will be based on the document having a higher order of precedence.

- 3.12 Exceptions to Terms and Conditions.** An Offer that takes exception to a

requirement of any part of this Solicitation shall clearly identify the specific paragraph(s) where the exception(s) occur. All exceptions that are contained in an Offer may negatively affect the evaluation of Offeror's proposal based on the criteria as stated in this Solicitation or result in rejection of the Offer in County's sole and absolute discretion.

4. SUBMISSION OF OFFERS.

4.1 Required Submission. Offerors shall submit six (6) hard copy proposals along with a USB drive that includes the geospatial location(s) of the project in a .shp, .kmz, or .kml version, mailed or delivered to the Clerk of the Yavapai County Board of Supervisors, 1015 Fair Street, Room 310, Prescott, AZ 86305. The envelope containing the Offer should be sealed and should reference the Solicitation Number and be directed to the attention of the "Clerk of the Board." Offers must be received at the location indicated on or prior to the exact time and date of the Offer Deadline. Late Offers will not be considered except as otherwise provided herein.

4.2 Offer Amendment or Withdrawal. Offeror may withdraw an Offer any time prior to the Offer Deadline. The Offer may not be amended or withdrawn after the Offer Deadline, except as otherwise provided by law or court order. Each Solicitation Addendum shall be signed by the person signing the Offer, and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a Solicitation Addendum may result in rejection of the Offer, in the sole and absolute discretion of County.

5. ADDITIONAL OFFER INFORMATION.

5.1 Late Offers. An Offer submitted after the Offer Deadline shall be rejected, except as otherwise provided herein.

5.2 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.3 Confirmation. County Representative may contact Offeror to confirm understanding of the Offer. Such contact shall occur after the Offer Deadline, after opening of bids, and prior to Award. County shall seek written confirmation from Offeror and shall retain the request and confirmation, if obtained, in the procurement file.

5.4 Offer Acceptance Period. Offeror shall hold its Offer open for a minimum of One Hundred Eighty (180) days from the Offer Deadline.

5.5 Rights of Waiver, Rejection, and Cancellation. Notwithstanding any other provision of this Solicitation, County may waive any informality, reject any and all Offers or portions thereof, or cancel this Solicitation completely in the sole and absolute discretion of County.

6. CONFIDENTIAL INFORMATION.

6.1 Request for Confidentiality. If an Offeror believes that its Offer contains

confidential trade secrets or other proprietary information that should not be disclosed, such information shall be so identified wherever it appears in the Offer and Offeror shall state its basis under Arizona law for the requested confidentiality and complete the Request for Confidentiality of Proprietary Information. Offeror acknowledges that County is subject to Arizona Public Records Law found in Arizona Revised Statutes (A.R.S.) §§ 39-121 *et seq.* and any exemptions thereto. Upon receipt of a public records request or other request to release certain information identified by Offeror as Confidential, County shall make an internal determination as to whether Offeror's request for confidentiality is supported by Arizona law. If County determines that certain requested information is not confidential under Arizona Public Records Law, County shall advise Offeror of receipt of the request for the information and allow Offeror ten (10) business days to file for and obtain a protective order from a court prohibiting disclosure of the information. If Offeror fails to request or obtain a protective order in the time indicated, the information shall be disclosed.

6.2 Pricing is not confidential. All pricing and cost information submitted with an Offer is not confidential and any request for confidentiality of pricing or cost information submitted to Solicitation Contact Person shall not be protected from disclosure. Requests to protect pricing information or the entire Offer from disclosure will be denied.

6.3 Public records. All contents of an Offer submitted in response to this Solicitation, other than those items confidential by law or determined by County to be confidential, are subject to disclosure under Arizona Public Records Law after Award notification.

7. CERTIFICATIONS OF OFFEROR. By signing the Offer Sheet and the Acknowledgement and Acceptance, Offeror certifies the following:

7.1 Offeror has examined, understands, and agrees to be bound by the terms, conditions, scope of work, and all exhibits of this Solicitation.

7.2 The Offer is genuine and not made in the interest of, or on behalf of, any persons not herein named. Offeror, including its owners, employees, and agents, have not directly or indirectly induced or solicited:

7.2.1 An Offeror to put in a sham Offer;

7.2.2 Any other person, firm, or corporation to refrain from submitting an Offer; or

7.2.3 In any other manner sought to secure for itself an advantage over any other Offeror or to produce a deceptive show of competition in the matter of the Offer or Award of a Contract under this Solicitation.

7.3 Offeror has not given, has not offered to give, or does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any official or employee of County in connection with this Solicitation.

7.4 Certification Regarding Lobbying (Byrd Anti-Lobbying Amendment). Pursuant to 31 U.S.C. § 1352, Offeror must submit a certification regarding

lobbying which conforms in substance with the language provided in 2 CFR § 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the covered Federal actions.

- 7.5 Certification Regarding Any Other Solicitation, Award, Grant, or Loan.** By submitting an Offer and performing under this Solicitation, Offeror is not violating any terms or conditions of any other solicitation, award, grant, loan, or local, state, or federal law, rule, or regulation, including, but not limited to, U.S. Department of Treasury ARPA State and Local Fiscal Recovery Funds or Capital Projects Fund, Federal Communications Commission (FCC) Rural Digital Opportunity Fund (RDOF), FCC Connect America Fund (CAF) Phase I or Phase II, FCC Alternative-Connect America Cost Model (A-CAM), FCC Emergency Broadband Benefit, FCC Emergency Connectivity Fund (ECF), FCC E-Rate Universal Service Program for Schools and Libraries, U.S. Department of Commerce National Telecommunications and Information Administration (NTIA) Broadband Infrastructure Program, NTIA Tribal Broadband Connectivity Program, United States Department of Agriculture (USDA) Reconnect or Rural Broadband, Arizona Commerce Authority (ACA), or any other federal, state, local, or rural broadband funding.
- 7.6** Offeror, including its owners, employees, and agents directly involved in obtaining contracts with the State of Arizona, or any agency or subdivision of the State of Arizona, has not been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery, or conspiracy to bribe under any state or federal laws for acts or omissions after January 1, 1985.
- 7.7** Offeror certifies it has an active <https://sam.gov/> registration, and Offeror is not currently suspended, debarred, or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.
- 7.8** If awarded a Contract, Offeror shall provide the equipment, commodities, and/or services in accordance with the terms, conditions, scope of work, specifications, and Exhibits of this Solicitation.

8. AWARD.

- 8.1 Basis of Award.** An Award will be made to the responsible Offeror whose Offer is determined to be the most advantageous to County based on the requirements of this Solicitation and evaluation factors set forth in the Special Requirements of Solicitation. Price is not the sole determining factor in determining which Offers are most advantageous to County.

County will evaluate and determine which Offers are acceptable and unacceptable for further consideration. If determined to be in the best interest of County, County may request interviews with Offeror(s) determined to be most likely to meet the requirements to discuss cost and/or other portions of the Offer.

All Offers will be evaluated in accordance with this Solicitation. The amount of any

applicable transaction privilege or use tax of a political subdivision of the State shall not be a factor in determining the most advantageous Offer.

- 8.2 Multiple Awards.** County may Award multiple contracts from this Solicitation. The decision to Award a single contract, Award multiple contracts, or make no Award rests solely with County. A multiple Award shall be made only if County determines that a multiple Award is advantageous to County.

In determining whether to Award multiple contracts, County will assess whether multiple vendors are advantageous to ensure the availability of goods or services that fully conform to County's requirements at the time, place, and manner needed by County. If County determines that multiple contracts are advantageous, County will Award Contract(s) to Offeror(s) who submitted the most advantageous Offer(s) to County.

When determining whether to Award multiple contracts, County may consider a variety of factors, including without limitation: County's experience with existing products and systems, brand continuity for parts replacement, increased demand for goods or services, a single Contractor's ability to provide for County's needs, bonding capacity, Contractor's location and service areas, County's past experience in the industry and experience with Contracts for similar product/services, and other relevant criteria.

- 8.3 Formation of Contract.** A submitted Offer in response to this Solicitation is an offer to contract with County based upon the terms, conditions, scope of work, and specifications contained in this Solicitation. An Offer does not become a Contract unless and until County makes an Award. A Contract is formed when the Yavapai County Board of Supervisors signs the Award and Contract documents on behalf of County. No work may commence, or products be delivered until a work order has been issued to Contractor.

9. PROTESTS.

- 9.1** A protest of this Solicitation or an Award may be made by an interested party as defined by law. Protests shall be in writing and be filed with the Clerk of the Yavapai County Board of Supervisors (where the initial Offer was submitted). A protest based on alleged improprieties that are apparent before the Offer Deadline must be delivered to the Clerk of the Yavapai County Board of Supervisors before the Offer Deadline. A protest of this Solicitation or an Award for any other reason must be delivered to the Clerk of the Yavapai County Board of Supervisors within ten (10) days after County makes the procurement file available for public inspection, unless County finds good cause for the delay of the interested party.

- 9.2** A protest shall include:

- 9.2.1** The name, addresses, and telephone number of the interested party;
- 9.2.2** The signature of the interested party or its representative;
- 9.2.3** Identification of the soliciting entity and the Solicitation Number;
- 9.2.4** A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 9.2.5** The form of relief requested.

GENERAL TERMS AND CONDITIONS OF CONTRACT

All Award(s) and Contract(s) by County are subject to the following terms and conditions. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in this General Terms and Conditions of Contract. Provisions of this General Terms and Conditions of Contract may be superseded by the Special Requirements of Solicitation, if any, of this Solicitation.

1. **CANCELLATION.**

- 1.1 **Cancellation for Bankruptcy or Acquisition.** County reserves the right to cancel or suspend the use of any Contract if Contractor files for bankruptcy, becomes insolvent, or is acquired by an independent third party.
- 1.2 **Cancellation for Conflict of Interest.** County may cancel the Contract pursuant to A.R.S. § 38-511 for conflict of interest.
- 1.3 **Cancellation for Convenience.** County reserves the right to immediately cancel the Contract without penalty or recourse, in whole or in part, when County determines cancellation to be in the best interests of County. Contractor shall be entitled to receive just and equitable compensation in accordance with applicable Contract pricing for authorized work in progress, authorized work completed, and materials accepted before the effective date of the cancellation.
- 1.4 **Cancellation for Non-performance or Contractor Deficiency.** County reserves the right to cancel the whole or any part of the Contract due to failure by Contractor to carry out any obligation, term, or condition of the Contract. County may issue a written deficiency notice to Contractor for any material violation of the contract, including, but not limited to, the following:
 - 1.4.1 Failing to comply with the accepted terms and conditions of the Contract.
 - 1.4.2 Providing material that does not meet the specifications of the Contract.
 - 1.4.3 Providing work and/or material that was not awarded under the Contract.
 - 1.4.4 Failing to adequately perform the services set forth in the scope of work.
 - 1.4.5 Failing to complete required work or furnish required materials within a reasonable amount of time.
 - 1.4.6 Failing to make progress in performance of the Contract and/or giving County reason to believe that Contractor will not or cannot perform the requirements of the Contract.
 - 1.4.7 Performing work or providing services under the Contract prior to receiving a County approved purchase order for such work.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to County to adequately address all issues of concern. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation, all goods, materials, and work paid for by County, along with documents, data, and reports prepared by Contractor under the Contract shall become the property of County.

- 1.5 **Cancellation for Replacement.** County reserves the right to cancel the Contract awarded under this Solicitation and replace it with a different Contract awarded to

the same Contractor for similar goods and services. County may, at its option, replace the Contract awarded from this Solicitation or delay a new Award until the existing Contract expires. The decision to replace the Contract rests solely with County.

- 1.6 Continuation of Performance.** Contractor shall continue to perform in accordance with the requirements of the Contract, up to the date of cancellation and as directed in the cancellation notice.
- 1.7 Cancellation for Improper Conduct.** County may cancel the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any employee or official of County with a view toward securing a contract or with respect to the performance of the Contract. Paying the expenses of normal business meals shall be in accordance with Federal rules and County's policy regarding gratuities. Samples of software, equipment, or hardware provided to County for demonstration or evaluation are not considered gratuities.
- 1.8 Cancellation for Lack of Appropriation.** Every payment obligation under the Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not appropriated or allocated and available for the continuance of the Contract, the Contract may be terminated at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and no party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

2. CONTRACT ADMINISTRATION.

- 2.1 Retention and Inspection of Records.** Contractor shall retain and, by contract, shall require each subcontractor to retain all books, accounts, reports, files, and other records, whether in written or electronic form, relating to the acquisition and performance of the Contract (the "Records") open to inspection and audit at reasonable times during regular business hours during the term of the Contract and for a period of six (6) years after the completion of the Contract, or in accordance with ARPA, whichever is longer. Upon request, Contractor shall produce a legible copy of any or all such Records.
- 2.2 Compliance with Prior Certifications.** Upon Award of a Contract, Contractor shall continue to fully comply with all certifications provided to County in this Solicitation.
- 2.3 Inspection and Testing.** Contractor agrees to permit access to its facilities, subcontractor facilities, and Contractor's processes for producing the materials and services at a reasonable time for inspection of the materials and services covered under the Contract. County shall also have the right to test at its own cost the materials to be supplied under the Contract. Inspection at Contractor's facilities or testing shall not constitute final acceptance of the materials. If County determines non-compliance of the materials, Contractor shall be responsible for the payment of all costs incurred by County for testing and inspection.

- 2.4 Notices.** Notices to Contractor required by this Solicitation shall be made by County to the person indicated on the Offer Sheet submitted by Contractor, and notices to County required by this Solicitation shall be made by Contractor to the person indicated in this Solicitation. After Award, notices to Contractor and County shall be specified in the Award documentation, by issued work orders, and in accordance with the Notice provisions of the Contract. County and Contractor may change its respective person to whom notices shall be given by reasonable written notice in accordance with the Contract and an amendment to the Contract shall not be necessary.
- 2.5 Advertising.** Contractor shall not advertise or publish information for commercial benefit concerning the Contract or its working relationship with County without prior written approval of County.

3. CONTRACT AMENDMENTS.

- 3.1 Amendments.** The Contract is issued under the authority of County. The Contract may be modified only through a written amendment. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by any unauthorized County employees or agents or made unilaterally by Contractor are violations of the Contract. Such changes, including unauthorized written Contract Amendments, shall be void and without effect. The contract may be amended by County at any time to bring the contract into compliance with applicable local, state, and federal laws and regulations.
- 3.2 Subcontracts.** Contractor shall not enter into any Subcontract under the Contract without the advance written approval of County Representative. The Subcontract shall require the subcontractor to comply with the terms and conditions of the Contract.
- 3.3 Assignment and Delegation.** Contractor shall not assign any right nor delegate any duty under the Contract without the prior written approval of County Representative.

- 4. CONTRACT CLAIMS.** All claims and controversies under the Contract shall be resolved according to law.

- 5. CONTRACT INTERPRETATION/GOVERNING LAW.** The Contract is governed by and construed in accordance with the laws of the State of Arizona. The parties agree that any dispute related to this Solicitation or Contract shall be brought in Yavapai County Superior Court or the Federal District Court for the State of Arizona.

- 6. CONTRACTUAL REMEDIES.** The contractual remedies specified below are not meant to be inclusive of all remedies afforded to the parties according to law or as may be supplemented by the Contract.

- 6.1 Right to Assurance.** If County in good faith has reason to believe that Contractor does not intend to or is unable to perform or continue performing the Contract, County may demand in writing that Contractor give a written assurance of intent and/or ability to perform. Failure by Contractor to provide written assurance within

the number of days specified in the demand will be treated as an anticipatory breach of the Contract. Upon anticipatory breach, County may pursue all remedies, including termination of the Contract. Contractor may also be required to pay to County all or part of the funds that were paid by County to Contractor through payment from a claim against the performance bond or by another payment method within thirty (30) calendar days and Contractor shall be responsible for all collection and litigation costs of County, including attorney fees.

6.2 Stop Work Order.

6.2.1 County may, at any time, by written order to Contractor, require Contractor to stop all or any part, of the work called for by the Contract for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

6.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. County Representative shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

6.3 Nonconforming Tender. Products and materials supplied under the Contract shall fully comply with the Contract. The delivery of products and materials or a portion thereof in an installment that do not fully comply with the Contract constitutes a material breach of contract. On delivery of nonconforming materials, County may terminate the Contract or pursue any other right or remedy available to it.

6.4 Right to Offset. County shall be entitled to offset against any sums due Contractor, for any expenses, costs, or damages incurred by County as a result of Contractor's nonconforming performance or failure to perform the Contract.

6.5 Non-exclusive Remedies. The rights and the remedies of the parties under the Contract are not exclusive.

6.6 Force Majeure. Except for payment of sums due for contracted goods or services actually provided, a party shall not be liable to the other or deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. As used in the Contract, the term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault, negligence, or reasonable diligence. Force Majeure includes acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; viral or communicable disease outbreaks; quarantines; riots; power failures; computer failure and any such circumstances beyond a Party's reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software), or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental emergency action; changes to applicable

laws and regulations; or inability to obtain labor, material, equipment or transportation. Force Majeure shall not include the following occurrences:

- 6.6.1** Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- 6.6.2** Late performance by a subcontractor unless the delay arises out of a Force Majeure as defined in the Contract.
- 6.6.3** Inability of either Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

If delayed in the progress of work by Force Majeure, the delayed party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition and estimate the time for performance; and, if practicable, (b) use commercially reasonable efforts to remove any such causes and resume performance under the Contract.

7. FEDERAL AND STATE REQUIREMENTS.

7.1 E-Verification. Contractor agrees to comply and maintain compliance with the Immigration and Nationality Act, A.R.S. § 41-4401, and A.R.S. § 23-214, which requires compliance of federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program. The Parties hereby warrant that they will at all times during the term of the Contract comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate the Contract for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to the Contract to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

7.2 Civil Rights Compliance. Contractor shall comply with all applicable state executive orders and federal and state laws, rules and regulations, including the legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. § 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

7.3 Offshore Performance of Work Prohibited. Due to security and identity

protection concerns, direct services under the Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work may involve access to secure or sensitive data or personal client data and shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Contract. This provision applies to work performed by both Contractor and subcontractors.

8. INSURANCE REQUIREMENTS.

8.1 Insurance. Contractor shall procure and maintain, until all of its obligations under the Contract have been fully discharged, comprehensive insurance against claims for injury to persons or damage to property which may arise from or in connection with the work performed and material delivered by Contractor or subcontractors. Contractor must have worker's compensation insurance unless excepted by Arizona law. The insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Solicitation or the Contract.

8.2 Insurance Coverage. Unless other coverages or amounts are specified in the Special Requirements of Solicitation, Contractor shall provide coverages with limits of liability not less than the following:

8.2.1 Commercial General Liability – Occurrence Form.

Policy shall include bodily injury, property damage, ongoing and completed operations, and broad form contractual liability.

General Aggregate	\$4,000,000
Products –Complete Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

The policy shall be endorsed to include the following additional insured language: "The County of Yavapai shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor."

Commercial General Liability Additional Insured Endorsement shall include Contractor's ongoing and completed operations.

Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

Contractor's subcontractors shall be subject to the same minimum requirements identified above. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificate of insurance and endorsements for each subcontractor.

8.2.2 Business Automobile Liability.

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of the Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall contain, or be endorsed to contain, the County of Yavapai as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, Contractor, including automobiles owned, leased, hired, or borrowed by Contractor.

Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

8.2.3 Worker's Compensation and Employers' Liability.

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$1,000,000
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Disease – Each Employee	\$1,000,000
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Disease – Policy Limit	\$1,000,000
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Policy shall contain a waiver of subrogation endorsement in favor of the County of Yavapai and its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from work performed by or on behalf of Contractor.

This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Contractor's subcontractors shall be subject to the same minimum requirements identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

8.2.4 Professional Liability (Errors and Omissions Liability).

Each Claim	\$5,000,000
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Annual Aggregate	\$5,000,000
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In the event that any professional liability insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of the Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under the Contract is completed.

The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work.

Contractor's sub-contractors shall be subject to the same minimum requirements

identified in this section. Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

8.3 Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

8.3.1 Contractor's insurance coverage shall be primary insurance and include Contractor's ongoing and completed operations.

8.3.2 Any insurance carried by the County of Yavapai shall be excess and non-contributory with respect to all other available sources.

8.4 Notice of Cancellation. For each insurance policy required by these insurance provisions, Contractor shall provide to County, within two (2) business days of receipt, a notice if a policy is suspended, voided, canceled, reduced in coverage, or endorsed to lower limits. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to County Representative.

8.5 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VIII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

8.6 Verification of Coverage. Contractor shall furnish County with certificates of insurance (ACORD) form or equivalent. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

8.6.1 All certificates and endorsements are to be received and approved by County before work commences. Each insurance policy required must be in effect at or prior to commencement of work under the Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by the Contract or to provide evidence of renewal is a material breach of contract.

8.6.2 All certificates required by the Contract shall have "Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers" and 1015 Fair Street, Prescott, AZ 86305 as "Certificate Holder" and be sent directly to County Representative. The Yavapai County project/contract number and project description shall be noted on the certificate of insurance. County reserves the right to require complete, certified copies of all insurance policies required by the Contract at any time.

8.7 Subcontractors. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectible insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. County reserves the right to require, at any time throughout the life of the Contract, proof from Contractor that its subcontractors

have the required coverage.

- 8.8 Approval and Modifications.** County Representative, in consultation with Yavapai County Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of the Contract, as deemed necessary. Any such modification or variation from the insurance requirements in the Contract will not require a formal contract amendment, but may be made by administrative action.
- 9. BOND REQUIREMENTS.** In accordance with 2 CFR § 200.326, bond requirements are as follows:
- 9.1 Bid Bond.** A bid guarantee from each Offeror equivalent to five percent (5%) of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that Offeror will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- 9.2 Performance Bond.** A performance bond on the part of Contractor for 100 percent (100%) of the Contract price. A “performance bond” is one executed in connection with the Contract to secure fulfillment of all Contractor's requirements under the Contract.
- 9.3 Payment Bond.** A payment bond on the part of Contractor for 100 percent (100%) of the Contract price. A “payment bond” is one executed in connection with the Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.
- 10. CONTRACT PERFORMANCE AND SAFETY.** Contractor, at its own expense and at all times, shall take all reasonable precautions to protect persons and County property or other loss, damage, or injury resulting from the activities of Contractor, including its employees and subcontractors. Contractor shall comply with all applicable federal, state, and local government laws, regulations, and job safety requirements, including the Occupational Safety and Health Act.
- 11. LICENSES.** Contractor shall maintain in current status all federal, state, and local licenses, bonds, and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all laws, ordinances, and regulations pertaining to the lawful provision of services under the Contract. County reserves the right to stop work and/or cancel the Contract of any Contractor who fails to obtain any required permits or regulatory approvals or whose license(s) expire, lapse, are suspended, or are terminated.
- 12. CONTRACT LOCATION PERMISSION AND APPROVALS.** Contractor is responsible for obtaining all necessary approvals, including, but not limited to, licenses, leases, easements, co-location agreements, franchise agreements to use rights-of-way, or other permissions to access, cross, or use property for the design, construction, implementation, provision, and maintenance of broadband services to households and businesses without access to broadband and those with connections that do not reliably meet or exceed symmetrical upload and download speeds of 100 megabits per second (Mbps) in accordance with this Solicitation and the Contract.

13. PAYMENT.

- 13.1 Contractor Invoice.** Contractor shall invoice County after delivery of goods and/or services. All invoices shall list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost. Contractor shall send invoices as directed to County Representative.
- 13.2 Contractor Payment.** Upon approval, County shall issue payment to Contractor after receipt and approval of an invoice. Payment terms are net sixty (60) days from receipt of Contractor's invoice.
- 13.3 IRS W-9.** Contractor shall have a current I.R.S. W-9 Form on file with County to receive payment under the Contract.
- 13.4 Correct Billing.** Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to County within the time allowed by law, in the form of a check or credit memo, as determined by County.
- 13.5 Progress Payments.** County may make progress payments under the following conditions: 1) County and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) County accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with any local governing entity rules, ARPA, and any and all other applicable rules and regulations.

14. PRICE AND PRODUCT CHANGES.

- 14.1 Current Products.** Contracts shall be for materials and equipment in current production at the time the Offer is submitted.
- 14.2 Discontinued Products.** If a product or model is discontinued by the manufacturer, Contractor may request to replace the discontinued product with an acceptable alternate. County may require satisfactory evidence that the product has been discontinued, that the proposed alternate meets or exceeds the Contract specifications, and that the price of the proposed alternate is equal to or less than that of the discontinued product. County, in its sole and absolute discretion, may approve the request by issuing notice to Contractor or a Contract amendment. Upon approval by County, Contractor shall make available electronic price lists/catalog updates at no additional cost to County.
- 14.3 Price Adjustments.**
- 14.3.1 Price Increases.** Prices shall be firm for the initial term of the Contract. Contractor may submit to County Representative a fully documented

request for a price increase. County Representative shall determine whether the requested price increase or any other option is in the best interest of County. County Representative may require satisfactory evidence that manufacturers, suppliers, or service providers to Contractor have imposed or announced cost increases that contribute directly and substantially to Contractor's cost of doing business.

- 14.3.2 Price Decreases.** During the term of the Contract, Contractor shall offer to County an equivalent price reduction for any Contract product if Contractor publishes a price reduction for the Contract product for other customers of Contractor. County may accept a price reduction at its discretion.

15. RELATIONSHIP OF PARTIES.

- 15.1 Independent Contractor.** The status of Contractor will be that of an independent contractor. Contractor will not be considered an employee of County or be entitled to receive any employment-related fringe benefits.
- 15.2 No Contractual Relationship with Subcontractor.** County shall have no contractual relationship with a subcontractor.
- 15.3 Affordable Care Act.** Contractor understands and agrees that it shall be solely responsible for its compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services under the Contract as required by state or federal laws, including the Affordable Care Act.

16. RISK AND LIABILITY.

- 16.1 Risk of Loss.** Contractor shall bear all loss of conforming material covered under the Contract. Mere provision of goods or services does not constitute acceptance. The risk of loss for nonconforming materials shall remain with Contractor regardless of delivery.
- 16.2 Indemnification.** To the fullest extent permitted by law, Contractor (as "Indemnitor") hereby agrees to defend, indemnify, and hold harmless Yavapai County and its departments, agencies, officers, officials, agents, employees, and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including, but not limited to, court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused as a direct or indirect result of any acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors, regardless of whether or not such Claims are caused in part by a Party indemnified hereunder. This indemnity includes, but is not limited to, any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is agreed that Contractor will be responsible for

primary loss investigation, defense, and judgment costs where this indemnification is applicable. Contractor shall not be obligated to defend Indemnatee against any Claims or indemnify Indemnatee resulting solely from the negligence or willful misconduct of Indemnatee and not in any way resulting from any act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. Contractor agrees to waive all rights of subrogation against Yavapai County, its departments, agencies, officers, officials, agents, employees, and volunteers for losses arising from the work performed by Contractor for Yavapai County.

This indemnification shall survive the termination of the Contract.

Any insurance, its limits, amount and type required herein to be maintained by Contractor shall in no way be construed as limiting the scope of this Indemnity.

16.3 Indemnification – Patent and Copyright. To the extent permitted by law, Contractor shall defend, indemnify, and hold County harmless against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance. County shall reasonably notify Contractor of any claim for which Contractor may be liable under this paragraph.

16.4 Third Party Antitrust Violations. Contractor assigns to County any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to Contractor toward fulfillment of the Contract.

17. SHIPPING/DELIVERY.

17.1 Shipping Terms/Transfer of Title. Title and risk of loss shall remain with Contractor at all times, unless otherwise provided in the Special Requirements of Solicitation, if any.

17.2 Shipping Charges. County shall have no responsibility for cost of shipping unless specified in the Special Requirements of Solicitation, if any.

17.3 Shipping Errors/Risk of Transportation. Shipping errors will be at Contractor's expense. All risk of transportation and all related charges shall be Contractor's responsibility.

18. TAXES.

18.1 Payment of Taxes. County is responsible for payment of all taxes listed on the invoice. Contractor is responsible for collecting such taxes and forwarding all taxes to the proper revenue office.

18.2 Pre-tax Prices. Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by County.

18.3 Federal Excise Tax. County is exempt from paying federal excise tax.

18.4 Property Taxes. County is exempt from property taxes.

18.5 State and Local Transaction Privilege (Sales) Taxes. County is subject to applicable state and local transaction privilege taxes. Failure to collect taxes from County does not relieve Contractor from its obligation to remit taxes to the proper revenue office.

18.6 Tax and Withholding Indemnification. Contractor and all subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Contractor or subcontractors. Contractor shall hold County harmless and shall require its subcontractors to hold County harmless from any responsibility for taxes and contributions required under federal and/or state and local laws and regulations, including transaction privilege taxes, unemployment compensation insurance, Social Security, and Workers' Compensation.

19. TERM OF CONTRACT AND EXTENSIONS.

19.1 Contract Term. The initial term of the Contract shall be through the completion date of construction for capital improvements described in the Contract, which must be completed by December 31, 2024, and within ARPA deadlines, and as approved by County Representative.

19.2 Contract Extension. By mutual written agreement between County and Contractor, the Contract may be extended for up to two (2) consecutive additional twelve (12) month periods, beginning immediately after expiration of the initial term so long as it is in compliance with the timelines prescribed by ARPA. County will determine in its sole and absolute discretion whether it is in County's best interests to agree to a Contract extension. The Contract will expire unless renewed by issuance of written notice signed by both parties.

20. WARRANTY/QUALITY GUARANTEES.

20.1 Fitness. Contractor warrants that all equipment, material, and services supplied to County shall fully conform to all requirements of the Contract and all representations of Contractor, and shall be fit for all purposes and uses required by the Contract.

20.2 Inspection. Contractor's warranties and certifications set forth in this Solicitation shall not be affected by inspection, testing, or payment for the equipment, materials, or services by County.

20.3 Quality. Unless otherwise specified in the Special Requirements of Solicitation, Contractor warrants that for life of the Contract, including the initial term and subsequent extensions, the equipment, materials, and services provided shall be:

20.3.1 Of a quality to pass without objection in the industry or trade normally associated with them;

20.3.2 Fit for the intended purposes for which they are used;

20.3.3 Of even kind, quantity, and quality within each unit and among all units, within the variations permitted by the Contract;

- 20.3.4** Adequately contained, packaged, and marked as the Contract may require; and
 - 20.3.5** In conformance with the written promises or affirmations of fact made by Contractor.
- 20.4 Compliance with Applicable Laws.** The equipment, materials, and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and Contractor shall maintain all applicable licenses and permits.
- 20.5 Compliance with the American Rescue Plan Act of 2021 (ARPA).** Contractor(s) shall comply in all respects with ARPA and all material and applicable terms and conditions of ARPA and its funding objectives and obligations, including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury interim and final rules, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, and performance and reporting requirements. This requirement applies to any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of the Contract. Contractor(s) who receive an Award may be required to execute additional agreements, including subrecipient agreements, with County to ensure compliance with ARPA.
- 20.6 Warranty Requirements.** Contractor warrants that all equipment, materials, and services delivered under the Contract shall conform to the specifications of this Solicitation.
- 20.7 No Liens.** Contractor warrants that the materials supplied under the Contract are free of liens.
- 20.8 Survival of Rights and Obligations.**
 - 20.8.1** Contractor's Representations and Warranties. All representations and warranties made by Contractor under the Contract shall survive the expiration or termination of the Contract.
 - 20.8.2** Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and comply with all purchase orders received by Contractor prior to the expiration or termination of the Contract, unless otherwise directed in writing by County Representative.

SPECIAL REQUIREMENTS OF SOLICITATION

The following special instructions, terms and conditions are in addition to the Uniform Instructions for Offers and General Terms and Conditions of Contract. All defined terms in the Uniform Instructions for Offers shall have the same meanings when used in the Special Requirements of Solicitation.

1. **Pricing.** Submitted pricing must identify and include all costs of the proposed project including but not limited to: for all equipment, supplies, and labor, site assessment, project management, documentation, travel, and taxes. All taxes, including sales and/or transaction privilege taxes, must be identified separately. All capital and nonrecurring costs must be disclosed up front and identified in the Offer.

Submitted pricing must include all items and services identified in the Scope of Work in the quantities specified; no partial quotes will be accepted.

2. **Contract Scope.** The Contract shall be for performance of a capital project, which includes all costs associated with the implementation, construction, and project management pursuant to the Scope of Work defined in this Solicitation. All Ongoing costs and expenses are the sole responsibility of Contractor. Monthly recurring costs related to the provision of internet services and/or maintenance to subscribing customers and end users shall be invoiced separately to the subscribing customers and end users.
3. **Evaluation Criteria for Responsive Offers.** In accordance with applicable procurement requirements, Award(s) shall be made to the responsible Offeror(s) whose proposal(s) are determined to be the most advantageous to County, pursuant to this Solicitation and the evaluation criteria. County Representative shall recommend an Award, subject to approval of a majority vote of the County Board of Supervisors. Evaluation criteria is more particularly described in the Selection Criteria and Scoring Possibilities.
4. **Discussions.** After the initial receipt of Offers, County reserves the right to conduct discussions with those Offerors who submit proposals determined by County to be reasonably probable to being selected for Award. If discussions are conducted, County, in its sole and absolute discretion, may issue a written request for best and final offers. If Offerors do not submit a notice of withdrawal or a best and final offer, the immediate previous offer will be construed as the best and final offer. Best and final offers shall be requested only once, unless County makes a determination that it is advantageous to conduct further discussions or change this Solicitation's requirements.
5. **Contract Award.** Contract Award(s) will be made to the most responsive and responsible Offer(s) based on this Solicitation and the evaluation criteria set forth in this Solicitation and for which the Offer(s) are determined to be the most advantageous to County. The procurement file shall contain the basis on which the Award is made.
6. **Multiple Awards.** County may issue a single Award to one Offeror under this Solicitation or County may Award multiple contracts if it determines, in its sole and absolute discretion, that doing so is in the most advantageous and in the best interests of County.
7. **Questions.** All questions and inquiries must be submitted to Solicitation Contact Person (via email to Tim.Carter@yavapaiaz.gov or via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service to Tim Carter, 2970 Centerpointe East, Prescott, AZ 86301), and all

questions and inquiries with responses will be posted to the County website at: <https://yavapaiaz.gov/bids>.

8. Offer Format.

8.1 Submit six (6) hard copies of the Offer along with the Offer on a USB drive that includes the geospatial location(s) of the project in a .shp, .kmz, or .kml version. Offers shall be composed of tabbed sections in the following order:

8.1.1 Introductory Letter.

8.1.2 Table of Contents.

8.1.3 Signed Solicitation Addendum(s) (if applicable)

8.1.4 Bid Bond.

8.1.5 Contractor Background, Experience, and Qualifications. This section should also specifically identify the employees that will be assigned to this account, including their relevant education and experience and the number of years employed by Contractor.

8.1.6 References: provide at least 5 references.

8.1.7 Scope of Work and Technical Proposal. The Scope of Work and Technical Proposal shall include, but is not limited to, the following:

8.1.7.1 Completed Questionnaire(s).

8.1.7.2 Map(s) and geospatial location(s) of the project.

8.1.7.3 Narrative Description.

8.1.7.4 Drawings / Engineering Documents.

8.1.7.5 List of subcontractors. If none, so specify.

8.1.7.6 Project Timeline.

8.1.8 Cost/Pricing Proposal.

8.1.9 Offer Sheet.

8.1.10 Acknowledgement and Acceptance.

8.1.11 Request for Confidentiality of Proprietary Information (if applicable).

8.1.12 Non-Collusion Affidavit.

8.1.13 Certification of Non-Participation in RFP.

8.2 Failure to submit any of the above required documents may result in rejection of the Offer, in County's sole and absolute discretion.

9. Funding Contingency. This Solicitation and any eventual Award or Contract is wholly contingent on County obtaining and maintaining successful ARPA funding.

10. Process Timeline.

10.1 RFP Posting (50 days).

10.2 Offer Evaluation (estimated to be 10 business days).

10.3 Request for Best and Final Offers (if needed) (7 business days).

10.4 Contract Award.

Please review the enclosed requirements, specifications, and terms of the entire Solicitation carefully. County reserves the right to accept or reject, cancel, postpone any or all offers, waive minor irregularities, and/or accept any Offer deemed to be in the best interest of County according to the evaluation criteria disclosed herein.

Offerors are encouraged to seek clarification on any item within this Solicitation. The submission of an Offer indicates that Offeror understands the requirements and specifications and agrees to the terms and conditions set forth herein.

All information will be made available for public inspection after Award.

SELECTION CRITERIA AND SCORING POSSIBILITIES

Introduction to Scoring and Award Process:

County will award contract(s) to projects that provide the highest return in public benefits for the public costs incurred and that meet all of the statutory requirements. To evaluate the Offer(s) for public benefits with respect to the costs incurred, Yavapai County procurement and ARPA specifies certain priorities that must be considered.

To fulfill this requirement of reviewing Offer(s) in an objective and fair manner, Offer(s) will be reviewed and evaluated by a team composed by County. This team will use the following criteria and associated point values to assist in scoring and awarding contract(s). If Offeror submits an Offer for multiple areas, County may score each area separately and award Offeror less than all of the proposed areas unless Offeror otherwise indicates Offeror is not willing to accept a partial award.

These criteria reflect information provided in response to this Solicitation. To ensure that Offer(s) receive the best possible scoring, complete and comprehensive responses must be provided to all information requested in the Solicitation.

140 points possible.

Cost of Proposal (Project): *0 to 30 points possible*

Offeror must provide the cost of the project(s) proposed and include the ARPA funding request amount and matching funds, if any. The percent of ARPA funding requested from County compared to total eligible project costs will be analyzed.

- Offeror matching funds of 55% or more will result in a higher application score for this category.
- Any funding partner contributions are included in Offeror matching funds for points, i.e. verified financial commitment to the project from any qualified community partner(s).
 - Community partner may be any public, private, non-profit, or philanthropic entity – this would include a business, city, tribal entity, or community coalition, including any other grants therefrom.

ARPA Funding Request Amount Scoring Table

Percent of total eligible project costs requested from County	Points
30% or less	20
31 to 35%	16
36 to 40%	10
41 to 45%	6
46% or higher	0

Cost to Consumer: 0 to 20 points possible

What is the overall value provided to customer, including providing reduced customer billing costs for 5 years or more?

Is low-income broadband assistance offered?

References: 0 to 20 points possible

Scope of Work and Technical Proposal: 0 to 40 points possible

Fiber used to build last mile given preference over other technologies.

Anticipated Broadband Improvements

Unserved or underserved total passings potentially served by project:

- Anticipated improvements in broadband speed offerings from pre-existing broadband service levels to proposed service levels – project must reach or exceed speed goals (speed now vs. speed after).
- Total passings include households and businesses.
- Highest scores are awarded for largest broadband speed improvements.
- Scoring will also be based on the number of unserved or underserved households and businesses in Yavapai County that will obtain service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.

Anticipated Broadband Improvements Table
By “School Districts in Yavapai County” Boundaries
(0 to 20 total points possible)

Number of Passings:	Speed Now (download/upload):	≤25/3 Mbps	≤25/3 Mbps	≤25/3 Mbps	>25/3 Mbps Not Reliable	>25/3 Mbps Not Reliable	>25/3 Mbps Not Reliable
	Reliable Speed After Build (download/ upload):	100/20 Mbps	100/100 Mbps	1GB/1GB	100/20 Mbps	100/100 Mbps	1GB/1GB
10-500	Points Awarded:	8	10	12	8	10	12
501-1,200	Points Awarded:	10	12	14	10	12	14
1,201-5,000	Points Awarded:	12	14	16	12	14	16
5,001-12,500	Points Awarded:	15	17	19	15	17	19
12,500+	Points Awarded:	16	18	20	16	18	20

Although “passing” may be a fiber specific term and a 100% fiber solution would be ideal, Yavapai County recognizes that there may be areas not reachable by fiber, so other technologies may be used to deliver services to unserved or underserved households and businesses. Offeror will have to explain when such other technologies are proposed and provide a table or other data about how the broadband proposed will be able to meet the requirements of this Solicitation.

Project Readiness: *0 to 20 points possible*

Offeror has concretely demonstrated a comprehensive knowledge of – and detailed preparation for – the proposed project. Offeror has provided evidence of being fully prepared to build, implement, and operate the project:

- All budget material is provided in a detailed, yet clearly understandable manner, sources and uses of funds are realistic, all eligible elements are included, all funding partners are secured.
- Other broadband infrastructure requirements are included – certified engineering design and diagrams, location maps, documentation of scalable equipment, and all pre-construction requirements are identified and included in the project schedule.
- Project implementation requirements are provided – proposed speed tiers and service pricing, 5 year speed tier and service pricing commitment, and proposed marketing strategies.
- Complete project schedule and financial requirements are provided.

Project Sustainability: *0 to 10 points possible*

Offeror has demonstrated strong internal capacity to effectively support and sustain its broadband infrastructure proposal:

- Demonstration of technical expertise – specific prior experience in providing broadband services.
- Organizational support and maintenance – extent of organization and how organizational strength will sustain broadband service delivery as well as how and for how long Offeror will guarantee the system will be maintained.
- Financial statements provided – most current year's audited financial statements, and supporting documentation where applicable, to demonstrate overall financial viability.

SCOPE OF WORK

HIGH-SPEED INTERNET SERVICES TO UNSERVED OR UNDERSERVED HOUSEHOLDS AND BUSINESSES IN UNINCORPORATED PLATTED AREAS IN YAVAPAI COUNTY:

County is requesting proposals for this Yavapai County Broadband Initiative Solicitation No. YCBI-001.

The Scope of Work as provided in this Solicitation encompasses the design, construction, implementation, and maintenance of telecommunications equipment and services providing “last mile” internet access to the communities of County. County’s focus is on ensuring unserved or underserved households and businesses in unincorporated platted areas in Yavapai County receive high-speed broadband.

Offerors are asked to develop a plan that includes as many of the unserved or underserved households and businesses in unincorporated platted areas of Yavapai County as possible. Such plans could include utilizing local convergence points located near schools and libraries that already provide access to high speed middle mile networks, including the development of middle mile networks through wholesale lease or purchase of existing network infrastructure from the Internet Service Provider (ISP) that currently owns them. County is not dictating the specific technology to be implemented for delivery of internet services under the Yavapai County Broadband Initiative, provided the proposed technology otherwise meets the requirements of ARPA and the necessary technical specifications and requirements to complete size and scope of this project.

COOPERATIVE USE OF THE CONTRACT:

Yavapai County has entered into various cooperative purchasing agreements with other Arizona government entities, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. The Contract may be extended for use by other municipalities; school districts; and other government entities in the state of Arizona to the extent allowed by ARPA, and any such usage by other government entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government entity and be in compliance with federal and state laws and any and all other applicable rules and regulations. Orders placed or services received by the other government entities and payment thereof will be the sole responsibility of that government entity. Yavapai County shall not be responsible for the contract or any disputes arising out of the transactions made by another government entity.

SPECIFICATIONS:

The Contract will be funded primarily or exclusively with funds provided by the federal government under ARPA. ARPA allows County to use federal funds to cover the costs incurred by County to make necessary investments in broadband infrastructure. To be eligible for payment under ARPA, costs must be incurred between March 3, 2021, and December 31, 2024, and must be paid by December 31, 2026. Only eligible costs will be paid. In order for investments in Broadband to be eligible for reimbursement under ARPA, they must be designed to provide services meeting “adequate speeds” and they must be provided to “unserved or underserved households and businesses.” Under the interim final rule issued by the U.S. Department of the Treasury which provides guidance on interpretation and implementation of ARPA, eligible projects are expected upon completion to reliably meet or exceed symmetrical upload and download speeds of 100 Mbps. Current guidance indicates there may be instances in which it would not be practicable for

a project to deliver such service speeds because of the geography, topography, or excessive costs associated with such a project. In these instances, the affected project would be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds. The guidance treats users as being unserved or underserved if they lack access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload as households and businesses lacking this level of access are generally not viewed as being able to originate and receive high-quality voice, data, graphics, and video telecommunications. "Businesses" is interpreted broadly to mean non-residential users, including businesses, schools, libraries, healthcare facilities, and public safety organizations. Additionally, the FAQs issued by the U.S. Department of the Treasury indicate that a project is unserved or underserved if one or more households or businesses lack internet that reliably provides speeds of 25 Mbps download and 3 Mbps upload. The U.S. Department of Treasury guidance also encourages that broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. County will be seeking documentation required by the U.S. Department of Treasury for compliance with the labor standards specified above. Compliance with the Davis-Bacon Act, as amended, is not expressly required. However, for projects that exceed \$10 million, the U.S. Department of Treasury indicates that certifications that the project complies with the Davis-Bacon Act, as amended, along with a project labor agreement is sufficient to meet applicable requirements. Finally, ARPA contains reporting requirements that Contractors as subrecipients of ARPA funds are required to satisfy.

The above is a partial and general summary of applicable provisions and requirements and is not intended as a complete or technically correct statement of all applicable requirements of ARPA.

Contractor is required to independently determine applicable legal requirements and must comply with all local, state, and federal laws, and all rules and regulations, including ARPA. Failure to comply with any applicable legal requirement constitutes a material breach of the Contract.

The Offer must address each of the following technical requirements and specifications as well as complete the Questionnaire:

1. Proposed system and network must be designed to provide broadband service to "unserved or underserved" households and businesses in the unincorporated platted areas of Yavapai County. Contractor should define proposed service areas and how a determination was made that they are unserved or underserved.
2. Service provided must reliably meet or exceed symmetrical upload and download speeds of 100 Mbps. However, there may be instances in which it would not be practicable for a project to deliver such service speeds because of the geography, topography, or excessive costs associated with such a project. In these instances, the affected project would be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and at least 20 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical upload and download speeds. Contractor should specify expected download and upload speeds and if they are below the desired threshold of 100 Mbps, Contractor must specify the reasons why higher speeds cannot be delivered.

3. All design, construction, implementation, and project management costs should be capitalized up front. Ongoing service fees, subscription, and maintenance costs are to be covered by end-user subscriptions, to be invoiced and paid by end users directly on a monthly basis.
4. Subscriptions for services should be provided at the lowest possible cost to the end-user. Contractor should specify any savings to households and businesses resulting from County funding infrastructure under the Contract.
5. Contractor will own the network hardware installed by Contractor. Please include in the Offer technical specifications a pricing model for the provision of commercial internet services to customers. County will not own or lease any real or personal property acquired pursuant to this Solicitation nor operate as an Internet Service Provider (ISP).
6. Address and provide a plan for future upgrades, with a cost analysis.
7. Address the reliability and/or guaranteed uptime of the proposed system and network, including a Mean Time Between Failure analysis and an outage resolution and escalation plan.
8. Following the completion of construction and implementation, Contractor must maintain the installed system and network for a minimum of five (5) years or in accordance with the requirements of ARPA, whichever is longer.

QUESTIONNAIRE

✓ Prepare your information

- Read this entire document carefully.
- Complete project analysis and gather all documentation.
- Follow the format templates to complete the project cover sheet and information questionnaire body.
- Offeror will need to complete a questionnaire for each geographical location proposed.
- Offeror will need to provide sources of information concerning data and/or maps relied on in determining the location and number of unserved or underserved households and businesses.
- Attach and label all Proposal appendices and attachments correctly.

✓ Submit questionnaire and answers with your Proposal

- Submit the Proposal and Information Questionnaire with one electronic copy in Microsoft Word and or Excel format on a USB drive for each geographical location.
- Proposals that arrive after submission deadline will not be accepted.
- SEALED Proposals may be delivered by mail, courier service – not by electronic submission.

✓ Any questions?

- Email Tim Carter at Tim.Carter@yavapaiaz.gov or send via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service to Tim Carter, 2970 Centerpointe East, Prescott, AZ 86301.

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1.0 YAVAPAI COUNTY BROADBAND INITIATIVE: GENERAL INFORMATION AND SPECIFICS

Introduction

In order to continue to promote broadband infrastructure expansion for the unincorporated platted areas of Yavapai County that remain unserved or underserved, public sector investment is necessary. Yavapai County has the authority to award projects for eligible infrastructure installation costs as defined in this document.

Funding Availability

Yavapai County has received funds from ARPA of which the Yavapai County Board of Supervisors has authorized expenditure of \$20 million to promote the expansion of broadband within Yavapai County. Additional consideration may be given to proposals that leverage greater amounts of funding for a project from other private and public sources. Successful proposal work must be completed by December 31, 2024, and within ARPA deadlines.

Eligible Offerors

Eligible Offerors for this program are incorporated businesses, partnerships or entities that demonstrate financial and technical ability to perform the project as outlined in the Offer.

Eligible Project Areas

Design, construction, implementation, provision, and maintenance of broadband services to unserved or underserved households and businesses without access to broadband and those with connections that do not reliably meet or exceed symmetrical upload and download speeds of 100 megabits per second (Mbps). Broadband development projects located in unserved or underserved households and businesses within the unincorporated platted areas of Yavapai County. Offeror will designate by map with geospatial location(s).

Eligible Program Costs

Eligible costs refer to the costs associated with the acquisition and installation of last mile or, where appropriate, middle and last mile infrastructure to unserved or underserved households and businesses in unincorporated platted areas of Yavapai County that can support broadband service scalable to speeds of at least 100 Mbps download and 100 Mbps upload.

Last mile infrastructure is broadband infrastructure that serves as the final leg connecting the broadband service provider's network to the end-user customer's on-premises telecommunications equipment. Middle mile infrastructure is broadband infrastructure that links a broadband service provider's core network infrastructure to last mile infrastructure. The Yavapai County Broadband Initiative seeks to maximize last mile connections and will consider middle mile only offered as a necessary component to a proposal implementing last mile infrastructure.

Construction of broadband infrastructure may include the following: project planning; obtaining construction permits; construction of facilities – including construction of both middle mile and last mile infrastructure; equipment; and installation and testing of the broadband service.

Matching Funds

Yavapai County strongly encourages Offerors to include matching funding in their proposals to leverage the scope and reach of this project. The match can come from any private and/or public sources available to Offeror. An Offer may receive additional consideration if Offeror and funding

partner matching funds are 55% or more of the total eligible project costs.

Documentation to validate the availability of matching funds is required as part of the Offer. Some examples of appropriate documentation include: grant award, a letter of credit, letter confirming funds from a bank, board resolution committing funding, or loan documentation. If Offeror will have additional financial partners contributing to the matching funds, the Offer must also identify the financial partner(s) and documentation of the amount and availability of each partner's financial match.

2.0 PREPARING A QUESTIONNAIRE

QUESTIONNAIRE ORGANIZATIONAL FORMAT

- ❖ **Cover Sheet**
- ❖ **Executive Summary**
- ❖ **Part I – Key Project Data**
- ❖ **Part II – Broadband Improvements: Unserved or Underserved Documentation**
- ❖ **Part III – Project Funding Request**
- ❖ **Part IV – Project Readiness**
- ❖ **Part V – Project Sustainability**
- ❖ **Part VI – Payment Information**
- ❖ **Part VII – Broadband Adoption Assistance**
- ❖ **Part VIII – Offeror Affidavit**

In all sections that follow, please provide concise and complete responses to all information requested. Accurate and comprehensive responses are required to receive the best possible scoring, and must provide necessary information to fully describe and document the Offer.

QUESTIONNAIRE COVER SHEET INSTRUCTIONS

Items to be included on the Offer cover sheet are important proposal criteria that are extracted from other portions of the Offer and are used as key reference inputs for review. The related Offer location for each requested item below is displayed after the part:

- **Project Name:** [Part I – Item 1.1].
- **Offeror’s Organization Name:** [Part I – Item 1.2].
- **Offeror’s Organization’s Mailing Address:** [Part I – Item 1.3].
- **Offeror’s Primary Contact:** [Part I – Item 1.4].
-Name, Title, Telephone Number, Email Address
- **Project Areas(s):** [Part I – Item 1.5].
[brief paragraph narrative of project geographical coverage and geospatial location of the project]
- **List Yavapai County Population Centers Served by Project:** [Part I – Item 1.6].
[indicate whether full or partial population center or area coverage]
- **Proposal Amount:** [Part III – Item 3.1].
\$ _____. *[round to nearest dollar]*
____% of total project costs.
- **Matching Funds Provided by Offeror:** [Part III – Item 3.2].
\$ _____. *[round to nearest dollar]*
____% of total request.
- **Total Proposal Cost:** [Part IV – Item 4.1].
\$ _____. *[round to nearest dollar]*
- **If Proposal offers a Public/Private Partnership, List Names of All Partner Companies/Entities:** [Part III – Item 3.3].
- **Funding Commitment provided by Each Partner:** [Part III – Item 3.3].
- **Total Number of Passings:** [Part II – Item 2.1].

PASSINGS COUNTS	Households	Businesses	Cost per passing
Number of passings expected to improve speeds to at least 25 Mbps download and 3 Mbps upload as a result of the project.			
Number of passings expected to improve speeds to reliable 100 Mbps download and 20 Mbps upload as a result of the project.			
Number of passings expected to improve speeds to reliable 100 Mbps symmetrical upload and download as a result of the project.			

[Current ARPA guidance indicates there may be instances in which it would not be practicable for a project to deliver such service speeds because of the geography, topography, or excessive costs associated with such a project. In these instances, the affected project would be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.]

- **Proposal Includes: [Part IV – Item 4.9].**
[choose one]
___ **Last Mile Components Only.**
___ **Both Last Mile and Middle Mile Components.**
- **Type of Proposed Broadband Construction: [Part IV – Item 4.8].**
[FTTH (Fiber to the home), Cable, DSL, Fixed Wireless, Combination, etc.]
- **Offeror Payment Information: [Part VI – Item 6.1].**

EXECUTIVE SUMMARY INSTRUCTIONS

[2 page maximum]

Provide a brief executive summary narrative that incorporates a concise but comprehensive summary of the Offer that accomplishes the following:

- Brief summary of project (first paragraph).
- Brief narrative description of the geography and location of the project coverage, include the proposed broadband passings and speed improvements anticipated in the event of Offer is funded.
- Brief description of Offeror's prior involvement in broadband technology implementation and how Offeror (and/or partners) intend to manage and sustain the project.

Part I – Key Project Data Instructions

1.1 Project Name:

1.2 Offeror's Organization Name:

1.3 Offeror's Organization's Mailing Address:

1.4 Key Contacts:

Primary Contact – *Provide Name, Title, Telephone Number, Email Address*

This will be the primary contact for execution of the contract if the Offer is awarded.

Project Manager – *Provide Name, Title, Telephone Number, Email Address*

This individual will be the primary contact for project administration details through the pendency of the project if the Offer is awarded.

Proposal Author – *Provide Name, Title, Telephone Number, Email Address*

This individual will be the primary contact for any questions regarding the Offer and supporting documentation.

1.5 Map and Description of Project Area(s):

Offeror should provide a short narrative paragraph here describing the geographic coverage of the proposed project (a few sentences in length). Offeror should also include a map of the proposed project area and/or a complete list of addresses that will be served by the project. A map of a last mile project should include the service area boundaries and also include place names, boundaries, buildings, road/street names or other features that clearly identify the project coverage area. The Offer may also include a list of census blocks and road segments if a census block is over two square miles where the project will provide broadband. If middle mile installation is needed to serve the last mile, the map should indicate the location of the middle mile facilities that will be placed. Offeror will need to provide sources of information relied on for its map(s) and description of project area(s) and identification of unserved or underserved households and businesses.

In addition to the PDF version of the map and geospatial location of the project, which must be provided in the Offer submittal on the USB drive, the map and geospatial location of the project must additionally be provided in a .shp, .kmz, or .kml version on the USB drive.

The maps provided in response to this requirement are used for Offer review and rating.

If Offeror submits an Offer for multiple areas, Offeror agrees to accept an award for less than all of the proposed areas unless Offeror otherwise indicates Offeror is not willing to accept a partial award.

1.6 Yavapai County Population Centers covered:

Identify the Yavapai County population centers the proposed project covers. If multiple population centers are included, please indicate. Specify whether entirely or partially covered. "Yavapai County population centers" means population areas in Yavapai County that are not incorporated cities or towns and include, for example, areas known as Bagdad, Yarnell, Black Canyon City,

Crown King, Verde Village, Village of Oak Creek, Ash Fork, Seligman, Groom Creek, Walker, etc.

1.7 Single Paragraph Summary Description of the Project:

[Note: This written narrative may be used on the press releases for the project in the event Offer is awarded.]

Describe the project location, type of project construction, number of passings served and speed goals met or exceeded. Identify any project partners for the project. The following is a sample paragraph template to illustrate a response to this request. Please provide unique details from the proposed project to populate this response.

SAMPLE – Project Summary Paragraph:

Offeror Name: _____

Project Name: _____

This last mile project (middle mile project/middle mile and last mile project) will serve 100 unserved or underserved households and 50 unserved or underserved businesses and community anchor institutions in the _____ area of Yavapai County. In a funding partnership with Yavapai County via the American Rescue Plan Act (“ARPA”), Offeror (and other project partners, if applicable) will improve unserved or underserved levels to 100 Megabits per second download and 100 Megabits per second upload. Building this fiber to the premises network that provides advanced, high-speed broadband services to households and businesses in the proposed area improves access to critical school e-learning applications while also increasing the competitiveness of local businesses. Total eligible project cost is \$1,500,000. Offeror matching funds are \$750,000 and ARPA grant funds are \$750,000.

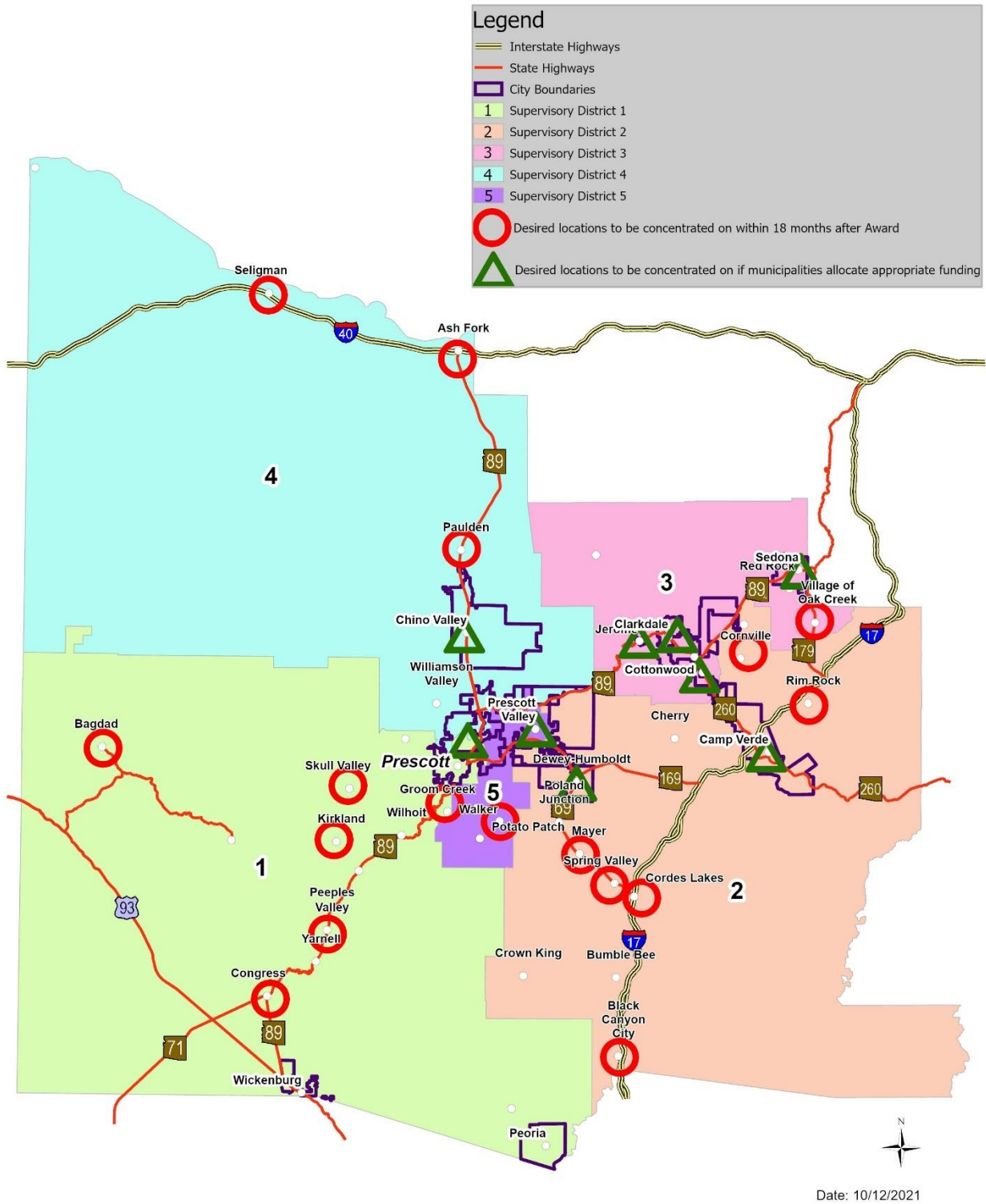
1.8 Location Emphasis to Reach Portions of Yavapai County Supervisory Districts:

County desires to provide additional or improved broadband in each of the five Yavapai County Supervisory districts. Depicted below are the locations that are desired to have a high-speed broadband connection to unserved or underserved households and business in unincorporated platted areas within 18 months after Award.

The desire is for locations in the approximate areas of the red circles on the map on the next page to have high-speed service connections to unserved or underserved households and businesses to be concentrated on within 18 months after Award in the following unincorporated platted areas, in no particular order, as follows:

Ash Fork; Seligman; Paulden; Bagdad; Congress; Peebles Valley; Kirkland; Wilhoit; Skull Valley; Mayer; Spring Valley; Cordes Lakes; Black Canyon City; Rimrock Community; Cornville; Walker; Groom Creek; and the Village of Oak Creek.

The desire is for locations in approximate areas of the green triangles on the map on the next page to have high-speed service connections to unserved or underserved households and businesses if the following municipalities allocate appropriate funding, including potentially a portion of their ARPA funds: Camp Verde; Chino Valley; Clarkdale; Cottonwood; Dewey-Humboldt; Jerome; Prescott; Prescott Valley; and Sedona.



Current State of High-Speed Broadband in Yavapai County: Below are the locations that Internet Service Providers are believed to have run high-speed fiber connections. Please note these locations should have been built over the capacity needed for the site, to facilitate future use of these lines for commercial and residential use. These locations may serve as a local convergence point (LCP) to bring fiber to unserved or underserved households and businesses in Yavapai County. The following Local Convergence Points may be able to provide access to the middle mile:

Local Convergence Points	Location
Ash Fork Joint Unified School District	46999 N 5th St, Ash Fork, AZ
Ash Fork Public Library	450 W Lewis Ave, Ash Fork, AZ
Big Park School	25 West Saddlehorn Rd, Sedona, AZ
Black Canyon City Community Library	34701 S Old Lack Canyon Hwy, Black Canyon City, AZ
Camp Verde Community Library	130 Black Bridge Road, Camp Verde, AZ
Cañon Elementary School District	34630 S. School Loop Rd., Black Canyon City, AZ
Chino Valley Unified School District	650 E Center St, Chino Valley, AZ
Clark Memorial Library	39 N 9th St, Clarkdale, AZ
Clarkdale-Jerome Elementary School District	1515 Main St, Clarkdale, AZ
Congress Elementary School District	26400 S Tenderfoot Hill Rd, Congress, AZ
Congress Public Library	26750 Santa Fe Rd, Congress, AZ
Cordes Lakes Public Library	15989 Cordes Lakes Dr, Mayer, AZ
Cottonwood Public Library	100 South 6th Street, Cottonwood, AZ
Cottonwood-Oak Creek Elementary School District	1 N Willard St, Cottonwood, AZ
Crown King Library	23550 S Towers Mountain Road, Crown King, AZ
Dewey-Humboldt Town Library	2735 S Corral St, Humboldt, AZ
Franklin Phonetic	6116 E Highway 69, Prescott Valley, AZ
Humboldt Unified School District	8766 E Hwy 69, Prescott Valley, AZ
Jerome Public Library	600 Clark St, Jerome, AZ
La Tierra Community School	124 N. Virginia St, Prescott, AZ
Mayer Unified School District	12568 E Main St, Mayer, AZ
Mayer High School	17300 East Mule Deer Dr, Mayer, AZ

Local Convergence Points	Location
Mayer Public Library	10004 Wicks Ave, Mayer, AZ
Mountain Institute CTED	220 Ruger Road, Prescott, AZ
Mingus Springs	3600 N Sunset Dr, Chino Valley, AZ
Mingus Union High School District	1801 E Fir St, Cottonwood, AZ
Mountain Oak School	1455 Willow Creek Rd, Prescott, AZ
Northpoint Expeditionary Learning Academy	551 1st Street, Prescott, AZ
Oak Creek Elementary School	11490 E. Purple Sage Rd, Cornville, AZ
Pace Preparatory Academy - High School	6711 E. 2nd Street, Prescott Valley, AZ
Pace District Office	637 King Copper Rd, Clarkdale, AZ
Paulden Community School	24850 N Naples St, Paulden, AZ
Paulden Public Library	16 Big Chino Rd, Paulden, AZ
Prescott Public Library	201 S Cortez St, Prescott, AZ
Prescott Unified School District	1050 Ruth St, Prescott, AZ
Prescott Valley Charter School	9500 Lorna Lane, Prescott Valley, AZ
Prescott Valley Public Library	7401 E Civic Cir, Prescott Valley, AZ
Sedona Charter	165 Kachina Drive, Sedona, AZ
Sedona Public Library	3250 White Bear Rd, Sedona, AZ
Sedona-Oak Creek	995 Upper Red Rock Loop Rd, Sedona, AZ
Skyview School	125 S. Rush St, Prescott, AZ
Tri-City College Prep High School	5522 Side Road, Prescott, AZ
VACTE #01	3405 E State Route 89A, Cottonwood, AZ
VACTE Candy Lane	269 S Candy Lane, Cottonwood, AZ
Wilhoit Public Library	9325 S Donegal Dr #B, Kirkland, AZ
Yarnell Elementary School District	18912 Hays Ranch Rd, Peeples Valley, AZ
Yarnell Public Library	22278 Highway 89, Yarnell, AZ
Yavapai Accommodation School District	2972 Centerpointe East Dr, Prescott, AZ
Library District Office	1971 Commerce Ctr Cir Ste E, Prescott, AZ
Library District Fair Street	1015 Fair St, Prescott, AZ
Library District Prosser	918 Prosser Lane, Prescott, AZ
City of Cottonwood Main Street	827 N Main St, Cottonwood, AZ
City of Cottonwood Aspen	650 E Aspen St, Cottonwood, AZ
City of Prescott	201 S Cortez St, Prescott, AZ
Jerome Police	301 Main St, Jerome, AZ
Clarkdale Police	49 N 9th St, Clarkdale, AZ
Jerome Fire	101 Main St, Jerome, AZ
Jerome Town Hall	600 Clark St, Jerome, AZ
Jerome Public Works	201 Perkinsville Rd, Jerome, AZ

Part II – Broadband Improvements: Unserved or Underserved Instructions

2.1 Anticipated Broadband Improvements

Using the “Anticipated Improvements” table (see below), for each proposed project area please provide the number of unserved or underserved households and businesses that will be able to receive improved broadband services as a result of the proposed project and provide sources of information for each proposed project area and how the number of unserved or underserved households and businesses was determined.

Please identify the speeds currently available, if any, for each type of location, using the ranges provided on the table, and the improved speeds that will be offered if the Offer is awarded. If the service network currently available is not reliable, please describe in detail how the current network is unreliable.

Anticipated Improvements in Broadband Service Based on this Proposal

Please fill in appropriate total number of passings in blank boxes in table below.

	Speed Now (download/upload):	≤25/3 Mbps	≤25/3 Mbps	≤25/3 Mbps	>25/3 Mbps Not Reliable	>25/3 Mbps Not Reliable	>25/3 Mbps Not Reliable	Data Cap Y/N
	Reliable Speed After Build (download/upload):	100/20 Mbps	100/100 Mbps	1GB/1GB	100/20 Mbps	100/100 Mbps	1GB/1GB	
Households								
Businesses								
Total								

If any of the above Reliable Speeds After Build are associated with a **data cap** or other limitation, please specify the **data cap** amount and the available speed and cost or consequence to consumer after the data cap has been reached by the end user for each proposed project area.

If any of the above Reliable Speeds After Build would not be practicable for a project to deliver such service speeds because of the geography, topography, or excessive costs associated with such a project, then please describe how in these instances, the affected project would be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and will be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.

[If broadband speeds delivered will be greater than 1 GB, please provide details in this section.]

For selection criteria and scoring possibilities that allow for comparison of the same geographical areas,, please fill in appropriate total number of passings in blank boxes in table below, broken down by “School Districts in Yavapai County.” For purposes of this section, only include the portion of the school district that lies in the boundary of Yavapai County and is included in Offeror’s proposed area of service.

	Speed Now (download/upload):	≤25/3 Mbps	≤25/3 Mbps	≤25/3 Mbps	>25/3 Mbps Not Reliable	>25/3 Mbps Not Reliable	>25/3 Mbps Not Reliable
	Reliable Speed After Build (download/upload):	100/20 Mbps	100/100 Mbps	1GB/1GB	100/20 Mbps	100/100 Mbps	1GB/1GB
Ash Fork USD							
Bagdad USD							
Beaver Creek ESD							
Camp Verde USD							
Cañon ESD							
Chino Valley USD							
Congress ESD							
Crown King ESD							
Hillside ESD							
Humboldt USD							
Mayer USD							
Kirkland ESD							
Mingus UHSD							
Prescott USD							
Sedona Oak-Creek USD							
Seligman USD							
Skull Valley USD							
Wickenburg USD							
Williamson Valley ESD							
Yarnell ESD							

2.2 Unserved or Underserved Documentation

Provide evidence in the Offer to demonstrate that the proposed project is for unserved or underserved households and businesses and provide sources of information for determining the location and number of unserved or underserved households and businesses. [If separately attached, label as Appendix 2.2.]

The location of the proposed project, as identified in Part 1 – Item 1.5, should be the result of reviewing eligible areas and ensuring that the project is within an eligible area for funding. In this response, Offeror should provide the evidence to demonstrate that the proposed project is in an unserved or underserved area.

Offeror may also submit clarifying supplemental data regarding the unserved or underserved nature of the proposed project location.

Part III – Project Funding Request and Community Participation Instructions

3.1 How much ARPA funding is being requested from Yavapai County for this Offer?

What percent of the total eligible project cost does the ARPA funding request represent?

Note: Additional consideration is given for projects that leverage greater matching funds; i.e., 55% or more in matching funds from Offeror with any funding partners.

3.2 How much in total matching funds from Offeror – including any funding partners, if applicable – is being proposed? What percentage of the total eligible project cost does Offeror’s matching funds represent?

3.3 Please list in detail all confirmed matching fund commitments by each project funding partner.

Yavapai County is also negotiating various intergovernmental agreements (IGA) or other arrangements for additional funding from municipalities throughout Yavapai County. Should a municipality choose to participate, their jurisdiction may be included in the project or the contribution may be used to leverage funds to reach additional unserved or underserved households and businesses in Yavapai County. It is anticipated that 2021-2022 ARPA or other funding that may be available will be provided to Offeror by a separate contract between Offeror and the following cities and towns in Yavapai County:

Municipality	Allocation (\$)
Camp Verde	534,000
Chino Valley	590,000
Clarkdale	210,000
Cottonwood	584,000
Dewey-Humboldt	198,000
Jerome	22,000
Prescott	1,274,000
Prescott Valley	2,220,000
Sedona	494,000
Total:	6,126,000

Offeror may use any of the above anticipated allocations as matching funds if Offeror explains how the project will be enhanced by the increased funding from each municipality, including, but not limited to, end-user subscription fees, ability to reach unserved or underserved residents in each municipality, the type of connection to each premises in the municipality, and speed of each connection. County makes no representations or warranties about the availability of such funds, and the funds, if any, from the municipalities must be used within the borders of the cities and towns in Yavapai County. It is anticipated that Offeror will be entering into separate contracts with the municipalities, and County will not be a party to such contracts.

Table should begin with Offeror funding commitment and follow with each funding partner commitment. Funding partners may include other public, private, non-profit, or philanthropic entities. [If documentation for Item 3.3 is separately attached, label as Appendix 3.3.]

Matching Funds Sources:	Funding \$ Commitment	Proof of Match Attached
<i>Example:</i>		
<i>Offeror Name</i>	\$	Yes
<i>Funding Partner A</i>	\$	Yes
<i>Funding Partner B</i>	\$	Yes
<i>(continue as necessary)</i>		
Total Matching Funds	\$	

Note 1: Documentation to validate the availability of matching funds is required as part of the Offer.

Note 2: Offeror and all matching fund partners must provide documentation stating each has reviewed the Offer, confirm their commitment to the project, and provide proof of the existence of matching and secured funds.

Note 3: Examples of secured funds documentation is defined in the “Matching Funds” section of this Offer, and includes a grant award, letter of credit, letter confirming funds from a bank, board resolution committing funding, or loan documentation.

Note 4: Please submit a table for each proposed project area.

3.4 Provide complete contact information for each Offer funding partner identified in Item 3.3 above.

PART IV – Project Readiness Instructions

Project Budget – Sources and Uses of ARPA Funds

4.1 What are the total eligible project costs for each proposed project area? \$_____.

Total eligible project costs may include project planning; obtaining construction permits; construction of facilities – including construction of both “middle mile” and “last mile” infrastructure; electronics and equipment; and installation and testing of the broadband service.

4.2 Please provide a list or schedule of all Yavapai County Broadband initiative eligible elements to be purchased or utilized for each proposed project area [if separately attached, label as Appendix 4.2].

Note 1: Eligible elements do not include costs for either video or voice services.

Note 2: Any award under this Solicitation cannot reimburse an Offeror for any expenses incurred prior to the executed contract date. Any such expenses may not be included as eligible expenses.

Note 3: Should the Offer be awarded, all ARPA funds are disbursed to a successful Offeror on a reimbursement basis only.

4.3 Utilizing total eligible expenses from 4.1, for each proposed project area provide the following “Sources of Funding” summary detail for Offeror, and if applicable, for each additional funding partner:

Sources of Funding	\$ Amount	% of Total Funding
<i>Example:</i>		
Yavapai County Broadband Initiative Request (ARPA funds)	\$1,500,000	50.0%
Offeror Investment	\$1,450,000	48.33%
Partner –XYZ	\$50,000	1.67%
(If other fin'l partner – add here)		
Total	\$3,000,000	100.00%

4.4 By each identified budget category, provide the following “Use of Funds” detail for both Offeror and Yavapai County Broadband Initiative (ARPA) funds for each proposed project area:

Use of Funds	\$ Amount	Source of Fund	Date Funds Committed
<i>Example:</i>			
Fiber Construction/splicing	\$1,000,000	Offeror	9/1/2021
Fiber Construction/splicing	\$1,000,000	ARPA	upon award
Engineering	\$250,000	Offeror	9/1/2021
Engineering	\$250,000	ARPA	upon award
Customer Installations	\$250,000	Offeror	9/1/2021
Customer Installations	\$250,000	ARPA	upon award
(Add other entries below)			
Total	\$3,000,000		

Recommended minimum budget categories for “Use of Funds” table above are as follows:
[Offeror may add other budget categories as needed.]

- Construction – Labor – Last Mile
- Construction – Labor – Middle Mile
- Construction - Materials
- Electronics
- Customer Premises Installation – Labor
- Customer Premises – Equipment
- Professional services and engineering
- Labor Standards
 - Must include documentation for the labor standards specified, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Compliance with the Davis-Bacon Act, as amended, is not expressly required; however, County requires documentation for the labor standards specified.

4.5 Will additional costs related to this project that are not eligible costs be incurred in order to deploy broadband to the proposed project area?

If yes, identify and list all ineligible costs associated with the proposed project that may be incurred.

Project Broadband Infrastructure

4.6 For each proposed project area, please provide all budgetary engineering designs, diagrams, and maps that demonstrate the viability of the proposed project [if separately attached, label as Appendix 4.6].

Design documents must clearly document Offeror’s comprehensive understanding of the project requirements. This information must be certified by a Professional Engineer, registered in the State of Arizona.

4.7 Demonstrate that the installed broadband infrastructure is scalable to speeds of at least 100 Mbps download and 100 Mbps upload in each proposed project area.

This information must be certified by either the manufacturer of the equipment to be utilized, or by a Professional Engineer, registered in the State of Arizona.

4.8 Identify the type of broadband construction for each proposed project area.

This project is fiber to the home, cable or hybrid fiber coaxial, or fixed wireless last mile construction – or a combination of construction types such as some fiber and some fixed wireless. If fixed wireless, is licensed or unlicensed spectrum being used? If fiber is to be used please estimate for federal reporting purposes the miles of fiber for each proposed project area and the cost per mile.

4.9 For each proposed project area indicate whether this Offer is for last mile components only or a combination of last mile and middle mile components [Choose one per project area].

Last mile infrastructure is broadband infrastructure that serves as the final leg connecting the broadband service provider's network to the end-user customer's on-premises telecommunications equipment. Middle mile infrastructure is broadband infrastructure that links a broadband service provider's core network infrastructure to last mile infrastructure.

4.10 If the proposed project area includes a middle mile facilities component, please describe why new construction is necessary.

Demonstrate how the proposed project will leverage existing broadband networks or be built in conjunction with other broadband infrastructure projects to expand service coverage for unserved or underserved households and businesses in unincorporated platted areas of Yavapai County.

Project Pre-construction Permits and Approvals

4.11 Have all required municipal/city/county/state approvals necessary for this Offer to begin construction from area planning commission/zoning authority/road authority/railroad crossing entity, etc. been identified and included in the project schedule?

Itemize the approvals that will be required prior to project construction with the corresponding entity that will provide approval, and a brief description of the process required to obtain approval. Include the permitting process as a step on the Project Schedule in Item 4.19.

4.12 Have all environmental review requirements necessary for this project to begin construction been identified, if applicable?

If yes, describe the process to obtain required approvals. If applicable, include this process in the Project Schedule.

4.13 Due to its location, will the proposed project potentially impact local/state/federal historic architectural or archeological resources?

If yes, describe the process to obtain required approvals. If applicable, include this process in the Project Schedule.

Project Implementation

4.14 Will Offeror offer the broadband services for a minimum five (5) year period in each of the proposed project areas?

Provide documentation that Offeror will offer the broadband service for a minimum of five years.

4.15 Provide the proposed pricing structure [by associated download and upload speeds] for all broadband services to be offered in association with this project in each proposed project area.

Demonstrate that speeds meet or exceed the Solicitation requirements. If Offeror already provides internet service in the proposed area, please specify the current price structure by associated download and upload speed in addition to the proposed pricing structure.

4.16 Please also provide the proposed stand-alone pricing for unbundled internet-only service at to reliably meet or exceed symmetrical upload and download speeds of 100 Mbps, and for 1 Gbps download and 1 Gbps upload [if applicable] for each proposed project area.

If there are instances in which it would not be practicable for a project to deliver such service speeds because of the geography, topography, or excessive costs associated with such a project, then in these instances, the affected project would be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.

Describe stand-alone pricing for all broadband speed levels applicable to the Offer, and demonstrate that speeds meet and exceed the Solicitation requirements.

4.17 Will any additional equipment be required – or any separately chargeable service installation elements apply – to activation or turn-up of individual customer locations from passings?

If yes, describe any separately chargeable elements that may apply along with all associated charges, and identify as one-time or monthly.

4.18 Describe what initiatives Offeror will undertake to communicate its proposed marketing plan to its prospective broadband services customer base.

The marketing plan should include activities to communicate the award of the proposed project, the timing and availability of constructed broadband service, and Offeror plans on how to optimize broadband subscription rates once service becomes available.

Project Schedule

4.19 Provide the proposed project schedule for each proposed project area which must reflect all key planning, procurement, construction, installation, testing, and service activation milestones.

Offeror may use the sample form below to detail the significant task categories for all broadband deployment milestones necessary to complete the proposed project in a comprehensive and timely manner. Each necessary milestone should be identified with an associated anticipated start date and completion date (month and year) for that milestone. The last task on the project schedule should reflect the date upon which the service to the last location will be turned up and the project will be complete. If Offeror anticipates delays due to unavailability of materials or labors, Offeror should explain such anticipated delays below the Project Schedule.

SAMPLE – Project Schedule

Name of Offeror:		
Name of Project:		
Overall Timeline for Project: <i>(example)</i>	Start Date: <i>May 2022</i>	Complete: <i>June 2023</i>
Individual Milestones for Project: Include all planning, procurement, construction, installation, testing and customer turn-up activities	Est. Start Date (month/year)	Est. Complete Date (month/year)
<i>Activity A</i>	<i>May 2022</i>	<i>Oct 2022</i>
<i>Activity B</i>	<i>July 2022</i>	<i>Nov 2022</i>
<i>Activity C</i>	<i>Sept 2022</i>	<i>Dec 2022</i>
<i>[continue as needed to completion]</i>		

Project Financials

4.20 Provide a five year stand-alone financial plan for the proposed project, including a description of how the costs and anticipated revenue will result in the financial viability of the project over time.

Contractor should provide a spreadsheet summarizing its financial analysis for the proposed project, and also may provide a brief narrative summarizing its findings. To assist Offeror, Appendix I on pages 65-67 may be used as a template to populate the proposed project's pro forma financials. The pro forma financial spreadsheet must be a minimum of a five year view, but Offeror may extend the analysis for additional years if that will provide a more comprehensive financial justification. [If separately attached, label as Appendix 4.20.]

4.21 Describe why the proposed project would not be feasible without the award of the requested broadband funds.

Refer to the five year financials prepared for Item 4.20, and demonstrate the difference in proposed project payback years with and without the requested Solicitation funding.

4.22 Is Offeror leveraging all funding sources that may apply to the proposed project area?

If the proposed project leverages existing broadband networks, or will be built in conjunction with other broadband infrastructure projects to expand service areas to include unserved or underserved households and businesses of Yavapai County, please give specific examples identifying the other project and the associated leveraged funds. Include any prior awards for ARPA, Capital Projects Fund, RDOF, CAF Phase I or Phase II, A-CAM, Emergency Broadband Benefit, ECF, E-Rate, NTIA Broadband Infrastructure Program, NTIA Tribal Broadband Connectivity Program, USDA Reconnect or Rural Broadband, ACA, U.S. Department of Agriculture (USDA) Rural Utilities Service (RUS) , or any other federal, state, or local rural broadband funding.

Part V – Project Sustainability Instructions

5.1 Provide technical expertise statement

Provide a narrative statement detailing all the relevant technical expertise of Offeror; and Offeror's specific prior experience in providing broadband services in Yavapai County, Arizona (and in other regions, if applicable.) If separately attached, label as Appendix 5.1.

5.2 Provide organizational support evidence

Demonstrate the overall organization strength of Offeror to build, manage, and effectively operate the proposed broadband project, if approved.

Documentation should identify key officers and management personnel with corresponding brief resumes. Organizational structure charts may also be submitted. It is important to provide a detailed description of how organizational strength pertains to level of broadband service delivery and service maintenance. If separately attached, label as Appendix 5.2.

5.3 Provide audited financial statements

Demonstrate the overall financial viability of Offeror by providing the most recent audited financial statements. (Audited by a certified public accountant.) The financial statements may be identified and filed as "Confidential Information" and must be appropriately marked as confidential when submitted and included in the Request for Confidentiality of Proprietary Information. Any confidential information should be identified as a separate file on the Offer USB drive. If separately attached, label as Appendix 5.3.

Results from an independent audit may also be provided as supplemental detail, as well as Offeror's most recent year's federal tax return. If provided these documents should also be submitted and marked as confidential.

Supplemental material that may be provided as documentation for this requirement include the following:

- An Offeror that has a current Yavapai County franchise agreement for the proposed locations in the project may submit a description of the locations covered by the franchise with the date of the franchisee's most recent agreement or renewal.

Part VI – Payment Information Instructions

6.1 Payment Information

Payments take place through electronic funds transfer (EFT). To ensure proper payment the Offer must include the following critical payment information.

Offeror's Financial Contact Person:

Telephone Number: _____

Email Address: _____

6.2 Tax Identification Numbers

Also provide the following tax information associated with Offeror's organization.

State of Arizona Tax Identification Number: _____

[This is the number used for state tax filing purposes.]

Federal Employer Identification Number: _____

[A federal Employer Identification Number (EIN) is also known as a federal tax identification number and is used for tax filing purposes.]

6.3 Electronic Funds Transfer.

Offeror understands that County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to County and agrees to accept EFT payments in full satisfaction of County's payment obligations pursuant to the Contract. Offeror further agrees to register for County's EFT program within one month following the effective date of the Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to the Contract until such time as the registration process is completed.

Part VII – Broadband Adoption Assistance Instructions

7.1 Low-income Broadband Assistance Program

If Offeror plans to offer a low-income broadband assistance program, provide a description of the program and how participants would qualify.

Part VIII – Offeror Affidavit Instructions

- 8.1 The primary Offeror must provide a signed, dated, and witnessed affidavit or resolution that shows official Offeror support for and approval of the Offer as well as a commitment to provide Offeror identified matching funding.**

If the Offer includes a funding partner or partners, a separate affidavit or resolution is required for each public or private partner that has committed to provide funding for the project, and attach as Appendix 8.1.

A sample affidavit/resolution is provided for Offeror's use as specified on the following page. Please note that Offeror may choose to reformat the sample document, but must ensure that all the statements appear in the signed, final version.

[Note: See next page for a sample Offeror affidavit.]

SAMPLE – OFFEROR AFFIDAVIT

RESOLUTION OF OFFEROR

BE IT RESOLVED that _____ act as the legal sponsor for project(s)
(Offeror)
contained in the Yavapai County Broadband Initiative to be submitted on _____
(Date)
and that _____ is hereby authorized to apply to Yavapai County
(Title of Authorized Representative)

for funding of this project on behalf of _____.
(Offeror)

BE IT FURTHER RESOLVED that _____ has the legal authority to
(Offeror)
apply for financial assistance, and the institutional, managerial, and financial capability to ensure
adequate project administration.

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the
Offer are committed to the project identified.

BE IT FURTHER RESOLVED that _____ has not violated any
(Offeror)
Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of
interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon award of its Offer by Yavapai County,
_____ may enter into an agreement with Yavapai County for the
(Offeror)
above referenced project(s), and that _____ certifies that it will comply with all
(Offeror)
applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the undersigned is hereby authorized to
execute such agreements as are necessary to implement the project on behalf of Offeror.

I CERTIFY THAT the above resolution was adopted by _____.
(Board of Directors, etc.)

of _____ on _____.
(Offeror) (Date)

SIGNED:

WITNESSED:

(Authorized Official)

(Title) (Date)

(Signature)

(Title) (Date)

APPENDIX I
PROJECT FINANCIAL
PRO FORMA TEMPLATE

Organization's Name
Yavapai County
Broadband Initiative Offer

OSP - FTTH Construction	Total Costs	2021	2022	2023	2024	2025
Detailed categories						
Total OSP -FTTH Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Access/Transport Equipment						
Detailed categories						
Total Access/Router Equipment						
Customer Premises Equipment						
Detailed categories						
Total CPE						
Total Capital Costs (Note 1)						
Depreciation Rates						
OSP – Fiber		-	-	-	-	-
Access/Router Equipment		-	-	-	-	-
Customer Premises Equipment		-	-	-	-	-
Total Depreciation		\$ -	\$ -	\$ -	\$ -	\$ -
Customer:						
Total New Customers						
Data, Video, Voice						

Data & Video

Data & Voice

Data Only

Revenue:

TriPlay

Data & Video

Data & Voice

Data Only

Other Revenue -
Residential

Other Revenue -
Business

	\$	\$	\$	\$	\$
Total Revenue	-	-	-	-	-

Expenses:

Total Expenses					
----------------	--	--	--	--	--

Net Income

Cumulative	\$	\$	\$	\$
	-	-	-	-

Cash Flow

Cash Flow -
Cumulative

**Note 1: Source Of
Funding:**

Your Organization
Name
Yavapai County
Broadband Initiative

Project
Name

Total Capital
Costs

[END OF QUESTIONNAIRE]

REGISTRATION OF INTENT TO RESPOND

RFP: Yavapai County Broadband Initiative Solicitation No. YCBI-001

Responses to inquiries, Solicitation Addendums, amendments, revisions, and other changes or clarification to this Solicitation will be posted as they are developed, on the County website at <https://yavapaiaz.gov/bids>. It is Offeror's responsibility to check for any changes made to this Solicitation prior to the Closing Date. The completed Registration of Intent to Respond must be received by **October 28, 2021, at 5:00 PM MST (local time)**.

Email this completed "Registration of Intent to Respond" form to Tim.Carter@yavapaiaz.gov or by delivery via courier service (FedEx, UPS, DHL, etc.) or U.S. Postal Service to Tim Carter, 2970 Centerpointe East, Prescott, AZ 86301.

(Please print clearly.)

Date: _____

Name of your company: _____

Your division or section: _____

Name of person to contact regarding this Solicitation: _____

Job Title of contact person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact's email address: _____

Office phone: _____ Mobile phone: _____

REFERENCES

Offeror may use this form or include its own reference listing. Offeror may add a project description if desired.

Customer: _____
Contact Person: _____ Title: _____
Phone #: _____ Email: _____
Size of Project: _____ Year(s) Services Provided: _____

Customer: _____
Contact Person: _____ Title: _____
Phone #: _____ Email: _____
Size of Project: _____ Year(s) Services Provided: _____

Customer: _____
Contact Person: _____ Title: _____
Phone #: _____ Email: _____
Size of Project: _____ Year(s) Services Provided: _____

Customer: _____
Contact Person: _____ Title: _____
Phone #: _____ Email: _____
Size of Project: _____ Year(s) Services Provided: _____

Customer: _____
Contact Person: _____ Title: _____
Phone #: _____ Email: _____
Size of Project: _____ Year(s) Services Provided: _____

Customer: _____
Contact Person: _____ Title: _____
Phone #: _____ Email: _____
Size of Project: _____ Year(s) Services Provided: _____

Customer: _____
Contact Person: _____ Title: _____
Phone #: _____ Email: _____
Size of Project: _____ Year(s) Services Provided: _____

OFFER SHEET

The Yavapai County Broadband Initiative

OFFER: YCBI-001

Arizona Transaction Privilege Tax License No.: _____

Federal Employer Identification No.: _____

For clarification and/or inquiries related to this of this Offer, contact:

Name: _____ Phone: _____

Email: _____

The Undersigned hereby offers and agrees to furnish the material, service, and/or construction in compliance with all terms, conditions, specifications, and amendments in Solicitation No. YCBI-001, including written exceptions, if any. By signing below, Offeror also certifies understanding and compliance with Solicitation No. YCBI-001, including the Special Terms and Conditions, Scope of Work, and ARPA.

Full Company Legal Name

Street Address, City, State, Zip

Signature of Authorized Representative

Printed Name

Title

Date: _____

ACKNOWLEDGEMENT AND ACCEPTANCE

Explanatory Note: The purpose of this form is to confirm Offeror's acknowledgement and acceptance of the terms and conditions of the Solicitation, subject to any exceptions or modifications to terms or conditions that are expressly requested and have been approved prior to submission of the Offer.

Acknowledgement:

Offeror, by and through the undersigned representative, acknowledges and accepts all terms and conditions of Solicitation No. YCBI-001. As used in this form, "Terms and Conditions of Solicitation" means all terms, conditions, specifications, certifications, and warranties set forth in the documents that comprise the Solicitation, including, but not limited to, the Uniform Instructions for Offers, Special Rules for Offers (if any), General Terms and Conditions of Contract, Special Requirements of Solicitation, Scope of Work, Solicitation Addendums (if any), and compliance with ARPA.

I/We have received and considered Solicitation No. YCBI-001, including any Solicitation Addendums through Addendum #_____.

Signature of Authorized Representative of Offeror: _____

Printed Name and Title: _____

Date: _____

Full Company Legal Name

Street Address, City, State, Zip

REQUEST FOR CONFIDENTIALITY OF PROPRIETARY INFORMATION

Explanatory Note: The purpose of this form is to request that County treat as confidential specific information in the Offer that Offeror believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form.

If an Offeror believes that its Offer contains confidential trade secrets or other proprietary information that should not be disclosed, such information shall be so identified wherever it appears in the Offer and Offeror shall state its basis under Arizona law for the requested confidentiality. Offeror acknowledges that County is subject to Arizona Public Records Law found in A.R.S. §§ 39-121 et seq. and any exemptions thereto. Upon receipt of a public records request or other request to release certain information identified by Offeror as Confidential, County shall make an internal determination as to whether Offeror's request for confidentiality is supported by Arizona law. If County determines that certain requested information is not confidential under Arizona Public Records Law, County shall advise Offeror of receipt of the request for the information and allow Offeror ten (10) business days to file for and obtain a protective order from a court prohibiting disclosure of the information. If Offeror fails to request or obtain a protective order in the time indicated, the information shall be disclosed.

Requests to protect pricing information or the entire Offer from disclosure will be denied.

Offeror, by and through the undersigned representative, requests that the specific information, described below **and** identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public. Specific pages must be listed.

Note: Mark with "N/A" for each section, if not applicable. Sign and Date this form.

1. Description of specific information that is the subject of the request.
2. The reason or reasons why the information should be treated as confidential.

Signature of Authorized Representative of Offeror: _____

Printed Name and Title: _____

Date: _____

Full Company Legal Name

Street Address, City, State, Zip

NON-COLLUSION AFFIDAVIT

STATE OF _____)
County of _____) ss.

I, _____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____ of
(Title)

(Company Name)

being first duly sworn upon my oath, deposes and says:

1. I am authorized to sign this affidavit and submit the Offer on behalf of the persons, corporation, or company who makes the accompanying Offer.
2. That such Offer is genuine and not sham or collusive, nor made in the interest of, or on behalf of, any persons not herein named.
3. That Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person, firm, or corporation to refrain from making an offer.
4. That Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature of Person Authorized to Sign Offer)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2021.

Notary Public

My Commission Expires:

CERTIFICATION OF NON-PARTICIPATION IN RFP

I, _____,
(Print Name of Person Authorized to Sign)

the _____ of
(Title)

(Company Name)

1. I am authorized to sign this certification on behalf of Offeror.
2. Offeror hereby certifies it did not participate in, develop or draft specifications, requirements, statements of work, or invitations for bids in relation to the Yavapai County Broadband Initiative Request for Proposal (RFP), Solicitation No. YCBI-001.

I declare under penalty of perjury that the content of this certification is true and correct.

Executed on this ____ day of _____, 2021.

Signature of Person Authorized to Sign this Certification: _____

Printed Name and Title: _____

Full Company Legal Name

Street Address, City, State, Zip

OFFEROR CHECKLIST

This checklist is provided as a courtesy for Offeror to be sure Offer includes at least the following contents:

- _____ **Introductory Letter**
- _____ **Table of Contents**
- _____ **Signed Solicitation Addendum(s)** (if applicable)
- _____ **Bid Bond**
- _____ **Offeror Background, Experience, and Qualifications**
- _____ **References**
- _____ **Scope of Work and Technical Proposal**, including, but not limited to:
 - _____ Questionnaire Responses
 - _____ Map(s) and Geospatial Location(s)
 - _____ Narrative Description
 - _____ Drawings / Engineering Documents
 - _____ List of subcontractors (if none, so specify)
 - _____ Project Timeline
- _____ **Cost/Pricing Proposal**
- _____ **Offer Sheet**
- _____ **Acknowledgement and Acceptance**
- _____ **Request for Confidentiality of Proprietary Information** (if applicable)
- _____ **Non-Collusion Affidavit**
- _____ **Certification of Non-Participation in RFP**

*******Specimen Contract – Not for Execution*******

**YAVAPAI COUNTY BROADBAND INITIATIVE AGREEMENT
BETWEEN YAVAPAI COUNTY
AND _____**

Contract # _____

This Yavapai County Broadband Initiative Agreement (hereinafter this "Agreement") with an effective date of _____, 20____, is entered into by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter "County") and _____, a(n) _____ corporation/limited liability company (hereinafter "Contractor"). County and Contractor may each be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, on _____, 20____, County issued a Request for Proposal (RFP), Solicitation No. YCBI-001, inviting qualified vendors to submit bids for the design, construction, implementation, provision, and maintenance of broadband services to households and businesses without access to broadband and those with connections that do not reliably meet or exceed symmetrical upload and download speeds of 100 megabits per second (Mbps) with proposals to be submitted no later than _____ on _____, 20____; and,

WHEREAS, upon evaluation of the bids as submitted, County, upon a determination that Contractor's bid conforms to the requirements as set forth in the Solicitation and is the most advantageous to County concerning conformity to the specifications and other pertinent factors; and,

WHEREAS, County has authorized a bid award to Contractor and approved the execution of this Agreement; and,

WHEREAS, County and Contractor desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor, intending to become legally bound, hereto agree as follows:

1. **Term.** This Agreement's term is for _____ year(s) and shall be effective from _____, 20____ through _____, 20____, unless sooner terminated or further extended pursuant to the provisions of this Agreement.

2. **Contract Award and Contract Documents.** This Agreement awards a contract under RFP Solicitation No. YCBI-001. Any contracts or agreements and other non-conforming and non-compliant documents submitted with Contractor's bid are not accepted and do not apply to this Agreement or the Contract Order of Precedence. Only the following contract documents as attached hereto are incorporated herein and made a part of this Agreement:
 - a. This Agreement, and any amendments or modifications to this Agreement.
 - b. Solicitation No. YCBI-001, attached hereto as Exhibit A; and
 - c. Contractor's Offer, attached hereto as Exhibit B.
3. **Contract Order of Precedence.** The American Rescue Plan Act of 2021 (ARPA), including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury interim and final rules, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, and performance and reporting requirements; Exhibit A, Solicitation No. YCBI-001; Contractor's Offer; and amendments to this Agreement, if any, are incorporated into this Agreement by reference and made a part of this Agreement to the same extent as if set forth herein in full. In the event of conflicts or discrepancies among this Agreement and any amendments thereto, ARPA, or the Exhibits, interpretations will be based on the following priorities in the following order:
 - a. The American Rescue Plan Act of 2021 (ARPA), including, but not limited to, regulations implementing ARPA, the U.S. Department of Treasury interim and final rules, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, and performance and reporting requirements and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of the Contract;
 - b. Amendments and/or modifications to this Agreement;
 - c. This Agreement;
 - d. Exhibit A, Solicitation No. YCBI-001; and
 - e. Exhibit B, Contractor's Offer.
4. **Other Contracts.** Contractor may enter into other contracts or receive funding from other sources, and Contractor is solely responsible for complying with all terms and conditions of any other contract, solicitation, award, grant, or loan, and shall comply with all local, state, and federal laws, rules, and regulations.
5. **Contractor's Representations, Warranties, and Obligations.**
 - a. Contractor warrants that it did not participate in, develop or draft specifications, requirements, statements of work, or invitations for bids in relation to Solicitation No. YCBI-001.
 - b. Contractor will assist with a determination of whether Contractor is a subrecipient or a contractor under ARPA. If Contractor is a subrecipient under ARPA, then

Contractor warrants as follows:

- i. Contractor warrants it is a non-federal entity that is eligible to receive a subaward under ARPA for the purpose of carrying out part of the goals and objectives within the scope of ARPA.
 - ii. Contractor warrants that it is a subrecipient under 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including all subparts and appendices.
 - iii. Contractor warrants it meets the requirements for pass-through entities pursuant to 2 CFR § 200.332 and acknowledges and warrants the data contained in the ARPA Federal Funding Information Summary is correct, a copy of which is attached hereto as Exhibit C.
 - iv. If Contractor is later determined to not be an authorized subrecipient or is later determined to be disallowed or ineligible for payment or reimbursement under ARPA, then Contractor agrees to pay to County in full those funds that are determined to be disallowed or ineligible for payment or reimbursement through payment from a claim against the performance bond or by another payment method within thirty (30) calendar days. Failure to do so is a material breach of this Agreement, and Contractor is responsible for all collection and litigation costs of County, including attorney fees.
- c. Contractor warrants it will provide or has provided services that carry out the goals and objectives within the scope of ARPA.
 - d. Contractor warrants it has not received and will not receive funding, including, but not limited to, payments from government entities, grant funding, or revenue from additional 3rd party vendors, that has or will cover its costs and expenses for its Offer. If Contractor receives all or a portion of the costs and expenses in its Offer from another source, including, but not limited to, payments from government entities, grant funding, or revenue from additional 3rd party vendors, then Contractor agrees to immediately notify County and pay to County in full those funds that are received from another source through payment from a claim against the performance bond or by another payment method within thirty (30) calendar days. Failure to do so is a material breach of this Agreement, and Contractor is responsible for all collection and litigation costs of County, including attorney fees.
 - e. Contractor warrants it is not and has not been suspended and is not and has not been subject to debarment by the Federal Government. A copy of the SAM.gov website printout confirming that Contractor has not been suspended or debarred and has no active exclusions is attached hereto as Exhibit D.
 - f. Contractor shall at all times comply with the requirements of ARPA, including regulations implementing ARPA, the U.S. Department of Treasury interim and final rules, Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds, FAQs, and performance and reporting requirements and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of the Contract.

- g.** Contractor shall report all funds received pursuant to this Agreement on appropriate financial reports such as the Single Audit Report. Contractor shall provide all financial reports to County within two (2) business days of filing.
- h.** Contractor may be required to complete the Federal Funding Accountability and Transparency Act (FFATA) form, a copy of which is attached hereto as Exhibit E. Contractor warrants all information it provides on the FFATA.
- i.** Contractor agrees to provide a Lobbying Certification (certification regarding Lobbying in accordance with the Byrd Anti-Lobbying Amendment), a copy of which is attached hereto as Exhibit F. Contractor warrants all information it provides on the Lobbying Certification.
- j.** Contractor agrees to provide all data and information for all reporting required under ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds. A copy of the initial reporting requirements County requires from Contractor is attached hereto as Exhibit G. Contractor acknowledges and agrees it has a continuing obligation to supply data and records to County and the U.S. Department of Treasury in accordance with all reporting requirements pursuant to ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds and any rules, regulations, and performance and reporting requirements under ARPA which may be imposed after the date of this Agreement.
- k.** Contractor agrees to allow County to conduct financial monitoring and audits of Contractor, and Contractor agrees to cooperate fully with any financial monitoring or audits County or the U.S. Department of Treasury conduct or require.
- l.** Contractor agrees to allow County to monitor and oversee Contractor's use of ARPA funds and other activities related to the Award to ensure that Contractor and County comply with the statutory and regulatory requirements and the terms and conditions of the Award.
- m.** Contractor agrees to cooperate with County for reporting to the U.S. Treasury on its use of payments from ARPA during the term of this Agreement and after expiration or termination of this Agreement.
- n.** County, in County's sole and absolute discretion, may require Contractor to provide records and documentation to County during the term of this Agreement and after expiration or termination of this Agreement. Contractor shall comply with requests from County for records and documentation within ten (10) business days. All records and documentation submitted by Contractor to County must be accurate, thorough, and acceptable to County, in County's sole and absolute discretion.
- o.** Contractor agrees at all times, both during and after expiration or termination of this Agreement, to maintain and preserve its records in a manner consistent, and in compliance, with all applicable laws and regulations.
- p.** All of Contractor's representations, warranties, and obligations under this section

shall survive expiration or termination of this Agreement.

6. County's Obligations.

- a. County, as an ARPA recipient, remains responsible for monitoring and overseeing Contractor's use of ARPA funds and other activities related to the award to ensure that Contractor complies with the statutory and regulatory requirements and the terms and conditions of the award. County also remains responsible for reporting to the U.S. Department of Treasury on Contractor's use of payments from ARPA or the duration of the award.
- b. County determined that Contractor meets eligibility requirements for assistance under ARPA in reliance on Contractor's Offer and its representations and warranties in Solicitation No. YCBI-001 and this Agreement.
- c. County agrees to pay Contractor in accordance with Contractor's Offer and its representations and warranties in Solicitation No. YCBI-001 and this Agreement in an amount not to exceed _____/100 Dollars (\$_____.__) ("**Contract Price**") for design, construction, implementation, provision, and maintenance of broadband services to households and businesses without access to broadband and those with connections that do not reliably meet or exceed symmetrical upload and download speeds of 100 megabits per second (Mbps).
- d. County agrees to pay Contractor in installments after delivery of goods and/or services in accordance with approved invoices that list the specific items being billed, purchase order number, and Solicitation Number and/or Contract number. Taxes shall be listed separately from the item cost.

7. Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

If to County to:
Yavapai County Board of Supervisors
Attn: Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

If to Contractor to:

Attn: _____

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Parties.

8. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary

relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled nor eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations nor be responsible for other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

9. **Third Parties.** Nothing in this Agreement shall be deemed to create any right in any person not a Party hereto. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against County or Contractor. This Agreement is not intended to benefit any third party.
10. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
11. **Assignment.** No Party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other Party. No Party may delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.
12. **Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement is neither a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.
13. **Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm, or association.
14. **Fair Meaning.** This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
15. **Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
16. **Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to

bring this Agreement into conformity with such laws. If County and Contractor are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this Agreement upon written notice to the other Party.

17. **Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
18. **Americans With Disabilities Act.** Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR parts 35 and 36.
19. **Alternative Dispute Resolution.** In the event of any dispute, County and Contractor will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
20. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
21. **Written Certification Pursuant to A.R.S. § 35-393.01.** If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
22. **Parol Evidence.** This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
23. **Entire Agreement.** This Agreement and all Exhibits contain the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.
24. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent

to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via email, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Agreement on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

- 25. Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. Each Party acknowledges that it understands the meaning of all terms contained herein and agrees to their application and enforceability. Each Party acknowledges and represents that it is duly organized, validly existing, and in good standing, and has the right, power, and authority to enter into this Agreement and bind itself hereto through the person set forth as signatory for the Party below. The person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement.

APPROVALS

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials and have affixed their signatures to this Agreement on the date written below.

County: Yavapai County, a political subdivision of the State of Arizona

_____, Chairman
Yavapai County Board of Supervisors

Date: _____

ATTEST:

Kim Kapin, Clerk of the Board
Yavapai County Board of Supervisors

Contractor: _____, a(n) _____ corporation/limited liability company

Signature of Authorized Agent

Date: _____

Printed Name and Title

EXHIBIT A
[Solicitation No. YCBI-001]

EXHIBIT B
[Offer to Solicitation No. YCBI-001]

EXHIBIT C

[ARPA Federal Funding Information Summary 2 CFR § 200.332]

2 CFR § 200.332

Prime Awardee: _____

DUNS # _____

Federal Award Identification (Grant Number): _____

Subrecipient name (which must match the name associated with its unique entity identifier): _____

Subrecipient's unique entity identifier (DUNS #): _____

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number): _____

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency; _____

Subaward Period of Performance Start and End Date; _____

Subaward Budget Period Start and End Date: _____

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount): _____

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts): _____

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity _____

Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) _____

Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity _____

Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: _____

Identification of whether the award is R&D _____

Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414 _____

EXHIBIT D
[SAM.gov printout]

EXHIBIT E [FFATA Form]



YAVAPAI COUNTY

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

Subawardee Information		
Legal Name of Entity Receiving Subaward:		
Address Associated with DUNS # (include congressional district):		
City:	State:	Zip + 4:
Duns #:	Duns+4:	
Award Information		
CFDA program number:	Program Source:	Subaward Amount:
Place of Performance (including congressional district):		
Subaward Project Description:		
Purchase Order #:	Subaward Date:	
<p>In the preceding fiscal year did your organization:</p> <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange commission per 2 CFR Part 170. <p><input type="checkbox"/> NO. Skip to Signature block. Sign, date and return.</p> <p><input type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives* in your organization. Sign, date and return.</p>		
Name of Official	Position Title	Total Compensation Amount*
1		
2		
3		
4		
5		

*** Note:**

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year and includes salary and bonus, awards of stock, stock options, and stock appreciation rights, earnings for services under non-equity incentive plans, change in pension value, above market earnings on deferred compensation which is not tax-qualified, and other compensation, if the aggregate value of all such other compensation for the executive exceeds \$10,000. (For more information, see 17 CFR § 229.402(c)(2)).

By signing this document, the Authorized Representative attests to the information above.

Signature of Authorized Representative	Date
Print Name and Title	

Please sign and return this document with the signed agreement. Yavapai County will not pay any invoices until it receives this completed and signed form.

EXHIBIT F
[CERTIFICATION REGARDING LOBBYING (BYRD ANTI-LOBBYING AMENDMENT)]

Lobbying Certification

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

1. 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.
2. 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 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. Code. 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.

I declare under penalty of perjury that the content of this certification is true and correct.

Executed on this ____ day of _____, 20____.

Signature of Owner or Person Authorized to Sign this Certification: _____

Printed Name and Title: _____

Full Company Legal Name

Street Address, City, State, Zip

EXHIBIT G

[Reporting under ARPA and the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds]

Coronavirus State and Local Fiscal Recovery Funds

Guidance on Recipient Compliance and Reporting Responsibilities

1. All infrastructure projects (EC 5)

Projected/actual construction start date (month/year)

Projected/actual initiation of operations date (month/year)

Location (for broadband, geospatial location data)

For projects over \$10 million, information needed if certification is not provided:

The number of employees of contractors and sub-contractors working on the project

The number of employees on the project hired directly and hired through a third party

The wages and benefits of workers on the project by classification

Are wages at rates less than those prevailing?

Must maintain sufficient records to substantiate this information upon request

The recipient must provide a project workforce continuity plan, detailing

How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project

How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project

How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities

Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market

Whether the project has completed a project labor agreement

Whether the project prioritizes local hires

Whether the project has a Community Benefit Agreement, with a description of any such agreement

Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities

3. Broadband projects (EC 5.16-5.17):

Speeds/pricing tiers to be offered

	Speed	Pricing	Affordability Offering
Tier 1			
Tier 2			
Tier 3			
Tier 4			
Tier 5			
Tier 6			
Tier 7			

Technology to be deployed:

Miles of fiber

Cost per mile

Cost per passing

Number of households projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload:

	Households (Non-Tribal)	Households (Tribal)
25 Mbps download and 3 Mbps upload		
Reliable 100 Mbps download and 20 Mbps upload		
Reliable 100 Mbps symmetrical upload and download		

Number of institutions and businesses projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload:

	Households (Non-Tribal)			Households (Tribal)		
	25 Mbps download and 3 Mbps upload	Reliable 100 Mbps download and 20 Mbps upload	Reliable 100 Mbps symmetrical upload and download	25 Mbps download and 3 Mbps upload	Reliable 100 Mbps download and 20 Mbps upload	Reliable 100 Mbps symmetrical upload and download
business						
small business						
elementary school						
secondary school						
higher education institution						
library						
healthcare facility						
public safety organization						