

## Request for Proposals (RFP) for Broadband Services and Construction of a Broadband Network

<b>Date Issued:</b>	<b>March 14, 2023</b>
<b>RFP Number:</b>	<b>230314</b>
<b>Project Name:</b>	<b>Limestone County Broadband Project</b>
<b>Project Summary:</b>	<p>The Entity is seeking contractor(s) experienced in providing broadband network services. The Entity seeks to make available high-speed broadband services to its constituents, specifically to unserved or underserved households and businesses, that are not funded through other grant sources, as defined by the Federal Communications Commission (FCC).</p> <p>The high-speed broadband services shall specifically provide a service designed to reliably meet or exceed a symmetrical speed of 100 Mbps download and 100 Mbps upload; or in cases where the symmetrical 100 Mbps download and 100 Mbps upload service is not practicable, provide a service designed to reliably meet or exceed 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps download and 100 Mbps upload.</p> <p>The Entity does not intend to operate the network enterprise it financially supports through this RFP process. The network enterprise will be owned and operated by the selected Applicant, and/or Applicant's subcontractor, as per the contract to be negotiated with the Entity. The Entity does not intend to enter the broadband business as a competitive service provider. The Entity does not intend to own the network infrastructure assets it financially supports through this RFP process.</p> <p>This RFP is for design, construction, operation and maintenance of broadband network services for projects funded with the ARPA funds received by the Entity. Multiple contracts may be awarded as a result of this solicitation. The submission requirements for this solicitation are included in the attached RFP document package. The Entity intends to enter into new agreements with one or more qualified construction entities to provide construction services.</p>

**Submit responses to:**

**Limestone County Auditor's Office**

**200 W State St., Ste. 301**

**Groesbeck, TX 76642**

**DEADLINE FOR SUBMISSION:**

**Date: April 18, 2023**

**Time: 10:00 AM**

**Copies of the Specifications are available in the Office of the County Auditor, 200 W. State Street, Ste. 301 Groesbeck, Texas. The County Auditor's telephone number is (254) 729-3817.**

It is the responsibility of the submitter to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitter. Limestone County reserves the right to negotiate with any and all service providers submitting timely proposals.

Limestone County is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and Labor Surplus Area firms are encouraged to submit proposals.



# GrantWorks

ARPA POP Forms

**COMPETITIVE PROCUREMENT REQUEST FOR BROADBAND SERVICES AND THE CONSTRUCTION OF A  
BROADBAND NETWORK TEMPLATE**

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As of January 20, 2023

Version 1.0

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## **PART I – INTRODUCTION**

### **1.0 GENERAL INFORMATION**

The Limestone County or its designee(s), hereinafter primarily referred to as “Entity”, is requesting proposals for **broadband services and construction of a broadband network**. This RFP reflects the commitment of the Entity to make available high-speed broadband services to its constituents, specifically to unserved or underserved households and businesses, as defined by the FCC. The successful Internet Service Provider(s) or other organization(s) responding to this RFP, hereinafter referred to as “Applicant”, will be expected to deploy a network that meets the eligibility requirements set forth in the American Rescue Plan Act of 2021 (ARPA), PL 117-2 (March 11, 2021), which amends Title VI of the Social Security Act (42 U.S.C. 801 et seq.). Successful Applicant(s) will demonstrate a clear and achievable plan to deliver high-speed, reliable, and affordable broadband communications services in one or more un/underserved areas of the Entity. This request for proposals does not constitute a contract for services performed or to be performed.

### **2.0 TERM OF CONTRACT**

2.01 The contract shall be effective upon the date of execution (signed by the Entity). The contract term is for one year. Upon expiration of the initial term, the contract may, at the sole discretion of the Entity, be renewed for 6 months with the same terms and conditions.

2.02 The Entity acknowledges the potential for a variety of contract frameworks that may result from this RFP process and subsequent contract negotiations; however, any final contract must comply with Entity requirements.

### **3.0 BACKGROUND**

3.01 This project is funded by the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) established by the American Rescue Plan Act (ARPA).

3.02 The entity is offering direct capital funding to qualified and committed private sector partners to support deployment. The capital financial contribution of the Entity is explicitly designed to compensate and adjust the overall project’s financial metrics to acknowledge that the selected Applicant will be creating and making available specific, pre-defined broadband products within one or more specified geographic areas. Contiguous geographic areas are not required.

3.03 The Entity may fund more than one Applicant. Applicants may submit multiple responses to this RFP for proposals that differ in service areas, technology, requested Entity funding, timing of deployment, eligibility requirements or any combination thereof.

3.04 The purpose of the direct capital funding will be to defray the cost of the infrastructure necessary to meet the requirements of the RFP, which might include construction or improvement of fiber optics, cabinets, pedestals, poles, pole attachments, towers, wireless equipment, Customer Premise Equipment(CPE) etc. (collectively this infrastructure is hereinafter referred to as “Assets”).

3.05 The Entity funding will be released upon completion and acceptance of agreed upon project milestones.

3.06 All deployment, maintenance, and operational costs, including customer acquisition and customer service, will be the responsibility of the Applicant.

3.07 Through this RFP, the Entity seeks proposals from Applicants to build, operate, and maintain assets to provide broadband internet service throughout one or more geographic area(s). The Entity understands providing broadband internet to 100 percent of premises in the identified service area is infeasible for a range of reasons. Thus, the Entity seeks proposals that state clearly how many premises will be covered and at what levels of service. The Entity encourages collaboration among Applicants as necessary to meet the goals of this RFP.

3.08 Applicants shall understand that the Entity may have one or more funding sources, and that the ultimate source(s) of funding may require appropriations or other governmental proceedings to make the source(s) available. Any awards and/or contracts resulting from this RFP will be subject to the available funds.

#### **4.0 SOLICITATION SCHEDULE**

Note: All dates are tentative, and the Entity reserves the right to change these dates at any time. At the sole discretion of the Entity events listed in the Schedule of Events are subject to scheduling changes and cancellation. The Entity will make public any changes.

Listed below are the important dates for this request:

<b>March 14, 2023</b>	Date RFP Issued
<b>April 10, 2023</b>	Questions Due from Applicants
<b>April 18, 2023</b>	RFP Responses Due from Applicants
<b>April 18, 2023</b>	Bid opening
<b>April 25, 2023</b>	Estimated RFP Award Date

#### **5.0 BID ACCEPTANCE**

5.01 Proposals must be received and time stamped or otherwise acknowledged before the specified hour and date. Late submittals WILL NOT be considered under any circumstances. The Entity will not be held responsible for any solicitation response that is mishandled prior to receipt by the Entity. The Entity will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission error that may lead to disqualification (including substantive or administrative) or nonreceipt of the Applicant's response.

5.02 The Entity reserves the right to accept or reject any and all proposals, to accept any proposal deemed advantageous and to waive irregularity in the proposals. By submitting a response, the Applicant acknowledges and will adhere to all specifications as stated within this procurement packet.

5.03 Proposals CANNOT be altered or amended after the due date. Any alterations made before the due time must be initialed by the Applicant or authorized agent. No response may be withdrawn after the due date without approval and based on a written acceptable reason.

5.04 The Entity reserves the right to revise or amend the specifications prior to the due date. Such revisions or amendments, if any, will be announced by amendments or addendums to these specifications. Copies of such amendments or addendums so issued will be posted to the Entity's bidding websites. If Applicant demonstrates just reason for a change, the Entity must have at least five (5) working days' notice prior to submission due date.

5.05 In the event that Applicant finds discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, Applicant should at once notify the Entity Contact Person and obtain clarification prior to submitting a response.

5.06 All Applicants must meet or exceed the minimum specifications to be considered as a valid response. The Entity reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the contract either to the lowest responsible Applicant or to the Applicant who provides goods or services at the best value for the Entity.

5.07 If a response contains proprietary information, the Applicant must declare such information as proprietary if Applicant does not want information to become public. The Entity will honor specific requests for confidentiality for information of a



proprietary nature only to the extent allowed by law if clearly marked by Applicant as "Proprietary" or "Confidential."

5.08 The Applicant agrees to protect the Entity from claims involving infringement of patents or copyrights.

5.09 The Entity reserves the right to reject any proposal if in the evidence submitted by, or investigation of, such Applicant fails to satisfy the Entity that such Applicant is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

5.10 Applicant MUST give full firm name and address. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Authorized signatures should appear on each page of the proposal, if specified in the space provided.

5.11 The selected Applicant shall be bound to specific terms and conditions found in Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards and Title 10, General Government; Subtitle F, State and Local Contracts and Funds Management; Chapter 2252.

5.12 There is no guarantee a contract will successfully be awarded related to a winning Applicant's response. The Entity reserves the right to cancel this RFP at any time.

5.13 All proposals become public documents and are subject to public review (upon request and as allowed by law). The submission of an RFP response will constitute representation by the Applicant that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

5.14 RFP Applicants assume all costs of preparation of the proposal. RFP responses become the property of the Entity.

## **6.0 REQUEST FOR ADDITIONAL INFORMATION**

6.01 Any questions or requests for clarification must be submitted in writing via EMAIL to the point of contact below in accordance with the Solicitation Schedule in Part I. The Entity will post all questions and answers to the Entity's website located at [co.limestone.tx.us](http://co.limestone.tx.us).

NAME: **Richard Duncan**

TITLE: **County Judge**

EMAIL: [richard.duncan@co.limestone.tx.us](mailto:richard.duncan@co.limestone.tx.us)

6.02 Questions shall be submitted in the following format. Submissions that deviate from this format may not be accepted:

- A. Identifying solicitation number, if applicable
- B. Section number, if applicable
- C. Paragraph number, if applicable
- D. Page number
- E. Text of passage being questioned
- F. Question

**Note: Questions or other written requests for clarification must be received by the Point of Contact by the deadline set forth in the solicitation. However, the Entity, at its sole discretion, may respond to questions or other written requests received after the deadline. Please provide company name, address, e-mail address, and name of contact person when submitting questions.**

6.03 Applicants must notify the Point of Contact of any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the solicitation in the manner and by the deadline for submitting questions. If an Applicant fails to properly and timely notify the Point of Contact of such issues, the Applicant submits its solicitation at its own risk, and if awarded a Contract: (1) shall have waived any claim of error or ambiguity in the solicitation and any resulting Contract, (2) shall not contest the interpretation by any Entity of such provision(s), and (3) shall not be entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

## **7.0 PROHIBITED COMMUNICATION**

On issuance of this solicitation, except for the written inquiries described in 6.0 above, the Entity, its representative(s), or partners will not answer any questions or otherwise discuss the contents of this solicitation with any potential Applicant or their representative(s). This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation. **Failure to comply with these requirements may result in disqualification of Applicant's solicitation response.**

## **8.0 TERMINATION OF CONTRACT**

The Entity reserves the right to terminate the contract immediately in the event of the following actions on part of the successful Applicant:

- A. By failing to pay insurance, liens, claims, or other charges.
- B. By failing to pay any payments due the Entity, State or Federal Government from the successful Applicant or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- C. Upon the institution of voluntary or involuntary bankruptcy proceedings against the successful Applicant or upon dissolution of the firm or business.
- D. By violation of any provision of the agreement or this RFP document.
- E. By failing to respond within the prescribed time, including weekends and holidays.
- F. By providing substandard service, or service the Entity deems to be otherwise unacceptable.
- G. By failing to execute a contract within 60 days of notification they have been selected by the Entity as an awarded candidate. The Entity reserves the right to select other candidates if a contract is not executed within the 60-day timeline.
- H. Additionally, the Entity and Applicant reserve the right to terminate the contract without cause upon written notice thirty (30) days prior to the date of termination.

**9.0 DELIVERY**

Applicants must deliver solicitation responses by one of the methods below. Solicitation responses submitted by any other method will NOT be considered.

<b>U.S. Postal Service</b>	<b>Overnight/Express Mail or Hand Delivery</b>
County Auditor's Office 200 W State St., Ste. 301 Groesbeck, TX 76642	County Auditor's Office 200 W State St., Ste. 301 Groesbeck, TX 76642

**10.0 ALTERATIONS, MODIFICATIONS, AND WITHDRAWALS**

Prior to the Solicitation submission deadline, a Applicant may: (1) withdraw its solicitation response by submitting a written request to the Point of Contact identified above; or (2) modify its solicitation response by submitting a written amendment to the Point of Contact identified above. The Entity may request solicitation response Modifications at any time.

## **PART II – SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

### **1.0 MINIMUM REQUIREMENTS**

1.01 The selected Applicant(s) shall have no convictions or civil judgments preceding nor there after this solicitation rendered against Applicant for 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; 2) violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

1.02 The selected Applicant(s) shall not ever have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above.

1.03 Where applicable, Applicant's staff must meet and maintain current certifications and or licensure requirements as mandated by the state law or appropriate licensing authority.

1.04 System for Award Management (SAM) - Applicant must be registered, active, and not debarred at the time of response submittal. See Attachment C for instructions regarding how to verify SAM status for response submittal.

### **2.0 SCOPE OF SERVICES**

2.01 The required services shall be performed in accordance with Key Tasks as described below and attached exhibits:

**Exhibit B: Required Contract Provisions**

**Exhibit C: Prevailing Wage Decision**

**Exhibit D: Technical Requirements**

2.02 The Entity expects selected Applicant(s) to have knowledge and experience of broadband design engineering, construction provisioning and maintenance policies, procedures, and guidelines.

### **3.0 KEY TASKS**

3.01 Applicants should expect that upon successful completion of a negotiated contract for deployment of a broadband network, and commencement of work by the selected Applicant, the Entity or its representative will provide inspection oversight to ensure compliance with design and deployment standards per the negotiated contract

3.02 Fully design and engineer the project prior to commencement of construction.

3.03 Present plans to the entity for review and acceptance prior to commencement of construction.

3.04 Perform all applicable reviews and obtain or ensure that all necessary permits including but not limited to National Environmental Policy Act (NEPA), Tribal Reviews, State Historical Preservation Office, are in place to perform construction activities as required and that Certificates of Compliance (as applicable) are issued and properly documented.

3.05 Work with all appropriate agencies to obtain all required right of way approvals.

3.06 Complete acquisition of any additional real property/easements/rights-of-way determined necessary in a manner that complies with the Uniform Relocation Assistance and Real Property Acquisition Act (URA)

3.07 Coordinate project deployment with all utilities. Contact 811 to identify and mark existing utilities prior to construction.

3.08 Obtain any necessary contractor licensing issued by the Entity.

3.09 Coordinate and resolve third party or private claims.

- 3.10 Management of all construction phases (specific to the construction scope of work) to include but not limited to site prep, construction or improvement of fiber optics, cabinets, pedestals, poles, pole attachments, towers, wireless equipment, or any other relevant construction milestone based on product deployment.
- 3.11 Provide on-site construction inspections to ensure compliance with the accepted design.
- 3.12 Repair any and all damages to private property.
- 3.13 Provide the Entity and/or its designated representative with periodic reports of activities and progression towards milestones, such reports to include information as negotiated in the contract.
- 3.14 At all times, maintain an adequate staff of experienced and qualified employees or contractors for efficient performance.
- 3.15 At all times, furnish or perform any services in a safe, proper, and professional manner.
- 3.16 Provide timely payments to sub-consultants, general/subcontractors, trades, etc. in accordance with Prevailing wage rates.
- 3.17 Comply with all National Electrical Contractors Association (NECA) codes and laws at the local, state, federal, and private land levels as they pertain to fiber optic installations.
- 3.18 Comply with all FCC regulations regarding tower construction, spectrum registration, and applicable state or local authority over zoning and land use regulations.
- 3.19 All newly constructed towers shall become the property of Limestone County. The Entity reserves the right to attach signal capability for central dispatch for first responders.
- 3.20 Have all routes and tower sites surveyed by a licensed surveyor as well as provide the Entity with GIS/CAD mapping showing the locations of all facilities deployed and service areas of engineered coverage design(s) in a shape file or google earth file.
- 3.21 Perform periodic monitoring of construction during all construction phases and provide an assigned superintendent at each project site and notify the Entity of the assignment or reassignment of superintendent within 48 hours. The Entity reserves the right to require a superintendent to be available during all construction and establish a maximum ratio of projects for each superintendent.
- 3.22 Participate in progress inspections performed by the Entity's inspectors (or assignees) to ensure compliance with construction requirements, applicable building codes, zoning requirements, plan specifications and minimum structural elevation per the Federal Emergency Management Agency's (FEMA) Elevation Certificate (if applicable).
- 3.23 Provide excellent customer service for others impacted during construction activities. Applicants shall be responsive to requests and communicate on a regular basis with the Entity; coordinate relocation issues such as utility connections/disconnects, schedules, storage; and ensure that those impacted by construction are fully informed of the construction process.
- 3.24 Provide latitude/longitude of structures where service will be installed, as well as location type, existing upload and download speeds, technology used to offer service at the location, and post deployment upload and download speeds.
- 3.25 Provide and maintain all original and copies of supporting documentation to include but not limited to construction draws, liens, releases from vendors, subcontractors, and suppliers.
- 3.26 Provide network architecture documentation to include but not limited to :
  - A. Fiber/circuit utilization
  - B. Equipment to be used
  - C. Active equipment locations
  - D. Logical equipment designs and specifications
  - E. Any other documents necessary to define and describe the intended architecture.
- 3.27 Coordinate with local governmental jurisdictions, homeowner associations, and other jurisdictions as appropriate to complete projects.

3.28 Support and assist the City during state/federal monitoring or auditing activities, including providing financial information, reports, site visits, and other requests that may be required.

#### **4.0 PROJECT REQUIREMENTS**

The following section is intended to describe the network and product requirements associated with the project and funding sources. The selected Firm(s) shall provide services including, but not limited to, the following technical requirements:

##### **4.01 Technical Specifications**

This RFP does not dictate which technologies or solutions the Applicant should select or build, but rather leaves it to the Applicant to propose technologies that are suitable for deployment and able to reach the target areas. Applicants' proposed solutions should meet the following technical performance requirements:

4.01.1 System designed to 99.9% uptime.

4.01.2 All products proposed MAY NOT contain monthly data caps or bandwidth/speed reduction due to metered usage.

4.01.3 Network architecture should consider a redundant topology that provides resiliency in the network. While not every component of the network can be redundant, where feasible the Applicant should take steps to make service offerings as resilient as possible.

4.01.4 It is expected that an Applicant may have some pre-existing core Assets (fiber, towers, hut sites, etc.) they intend to utilize in providing services to the proposed service areas. Applicants utilizing pre-existing infrastructure should describe how these Assets fit into their proposed network architecture.

4.01.5 Proposals should meet the technical requirements based on the funding source of this project which is American Rescue Plan Act (ARPA) Funds.

##### **4.02 Open Access Requirements**

Applicants are encouraged to include within the project design a provision for open access wholesale last-mile broadband service for the life of the subsidized networks, on fair, equal, and neutral terms to all potential retail providers.

##### **4.03 Pre Deployment Services**

During the phase of pre deployment services, the following activities are performed:

4.03.1 Procure in advance or establish reliable supply chains for materials, equipment, supplies and appurtenances with long lead items.

4.03.2 Perform procurement of early trade work.

4.03.3 Prepare and maintain a detailed schedule.

4.03.4 Work collaboratively with the design team and review drawings for submission to the Entity for final approval.

##### **4.04 Construction Services**

During the phase of construction services, the following activities are performed:

4.04.1 Firms shall meet with assigned Entity contact (or designee) to review selections of construction materials.

4.04.2 Firms will be responsible to coordinate with appropriate departments for shutoff and timely reconnection of all utilities. Firms shall be responsible for managing all utility-related issues associated with demolition and/or construction.

4.04.3 Firms are responsible for demolition of damaged structures, if specified in the scope of work. All demolition activities and disposal of demolition/construction debris must follow applicable local, state, and Federal guidelines, laws, and regulations.

4.04.4 Firms shall obtain or ensure that all necessary permits for demolition and construction are issued and properly documented, and provide location and as-built surveys to confirm that construction is compliant with elevation and setback building line requirements.

4.04.5 Firms shall provide construction services in accordance with Entity building codes and within the prescribed construction timelines and approved schedule.

4.04.6 Firms shall provide administrative, management, and related services to coordinate scheduled activities and responsibilities of their general contractors, subcontractors, and trades with each other to manage construction schedules. Firms are allowed to self-perform construction and are responsible for coordinating and scheduling their own construction services.

4.04.7 Firms shall visit and thoroughly inspect the project sites and any structures or other manmade features to be modified.

4.04.8 Firms shall coordinate and manage the scope of work to be performed by their subcontractors through final acceptance, including punch-list work. Firms shall be responsible for keeping the services on schedule and ensuring that the subcontractors furnish materials and perform work according to the approved scope of work and construction plans.

4.04.9 Firms shall have the authority over their general contractors/subcontractors to require prompt execution of the work and to give instructions to require corrective actions, whenever such action may be necessary in its opinion to ensure proper execution of the Contract Documents and/or to protect the interests of the Entity.

4.04.10 As requested by the Entity, Firms shall provide routine reports regarding quality control inspections to ensure progress and quality of construction, adherence to schedule, and conformance with applicable construction standards.

4.04.11 Firms shall coordinate their trades, subcontractors, and other construction personnel to ensure that the quantity, quality, fitness, and progress of the work is in compliance with the Contract requirements. All work is subject to the final review of the Entity, or designee. The Entity will not routinely require prior approval of these actions but reserves the right to review and approve at its sole discretion.

#### 4.05 Network Test Acceptance Standards

4.05.01 Performance will be tested with the standards and methods set forth by the FCC and administered by the Universal Services Administrative Co. (USAC)

4.05.02 The Entity reserves the right to verify through separate testing all of the test data submitted by the Applicant(s), including but not limited to:

- A. Wireless Elements
- B. Coverage Mapping. For all point-to-multipoint wireless technologies, coverage must be tested and documented in a GIS format with documentation provided in the response.
- C. Simulated End User Testing

4.05.03 If a wireless solution is proposed, the Applicant will test Last Mile Elements at a select number of active customer sites per tower deployed. At a minimum, the Applicant will be required to secure and provision one active customer per tower deployed for this test.

#### 4.06 Presence in City/County

While the successful Applicant will receive a capital dollar subsidy from the Entity, the Applicant may also be contributing significant capital and operational Assets and shall demonstrate they can successfully deliver broadband where the network is required to offer service.

#### 4.07 Network Deployment Timing

The Entity intends the project be deployed in a continuous fashion commencing immediately upon contract execution.

The Entity desires that all Broadband Project(s) be completed prior to **September 30, 2024** preferably sooner, or by the negotiated date of the contract with the Entity. Within their RFP response, Applicants shall provide a proposed schedule for implementation that reflects the most expeditious timeline possible, including engineering, permitting, licensing, construction, and validation. All work must be completed and funds expended by **December 31, 2025**.

#### 4.08 Scheduling

The selected Firm(s) will generate and maintain a master schedule (schedule of all assigned construction sites if more than one location is involved) showing average duration for performing activities at the assigned sites. This schedule will break down activities from work order assignment and critical construction milestones, final inspection, and close out. This schedule should also include Entity activities which potentially may impact the schedule.

#### 4.09 Prevailing Wage/Labor Requirements

4.09.1 This project is subject to State Prevailing Wage Rates. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The prevailing wage rate provided in attachment C is subject to updates and revisions based on project design. Applicant is encouraged to provide a list of labor categories that they would need if selected, and an updated wage rate will be provided at the time of contract execution.

4.09.2 Workers employed by or on behalf of the Entity shall be paid (1) not less than the general prevailing wage of per diem wages for work of a similar character in the locality in which the work is performed, and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

4.09.3 Records - A contractor and subcontractor shall keep a record showing: (1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and (2) the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the Entity.

#### 4.10 Closeout

4.10.1 Firm(s) shall transfer all operations and maintenance manuals, keys, warranty information and similar submittals required by the Contract Documents as directed.

4.10.2 Firms shall provide all preconstruction and construction records and files in the prescribed format within seven (7) calendar days of the approved final inspection.

4.10.3 Firm shall provide network field testing results that validate the functionality of the network.

#### 4.11 Work Orders

During the term of any contract awarded, the Entity may request the Applicant to perform certain tasks as described in the scope, subject to a specific work order authorization. All work authorizations shall be in writing, signed by all parties, and shall include a scope of services, a list of tasks to be performed, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

#### 4.12 Inspections and Payment for Broadband Network Construction Services

4.12.1 Payments will be made at milestones as established in the construction contract. All components must be installed without visible flaws and all municipal inspections and the engineer's inspection requirements applicable to the construction must be completed and approved.

4.12.2 The selected Firm(s) are eligible for Final payment once the construction passes the final inspection performed by the Entity. The final inspection is complete when all items on the scope of work have been completed, and the network is working as designed.

4.12.3 Firm(s) are eligible for any retainage payment thirty (30) days after passing final inspection and completion of all punch list items. If determined necessary by the Entity, proof of payment to subcontractors may be requested.



#### 4.13 Record Keeping

4.13.1 Firms shall provide, enter, or upload all documentation, communications, and records including all permits, certifications, warranties, and approvals regarding all assigned projects as instructed by the Entity within five (5) days of receipt or occurrence.

4.13.2 Firms shall maintain records of the network diagram including tower and pole wind and weight ratings certified by a licensed surveyor or Engineer as applicable.

4.13.3 Firms shall document all communications regarding the construction status and any other issues.

4.13.4 Firms shall maintain records of all events that occur at the job site or elsewhere, which affect, or may be expected to affect the quality, scope, or progress of the services.

4.13.5 All records shall be retained for a period of five (5) years following the close out of the Entity's federal grant.

4.13.6 The selected Firm(s) shall support and assist the Entity pertaining to close out of the federal grant, including financial reconciliation, reporting, recordkeeping, and achievement of eligible activities and services.

#### 4.14 Environmental Health and Safety

4.14.1 The Applicant shall have detailed procedures addressing environmental risks, safety hazards, and provide mitigation methods. The Applicant shall identify and ensure that all Personal Protective Equipment (PPE) required for performing services is utilized.

4.14.2 All health and safety complaints must be addressed immediately and the Entity must be notified of the complaints and proposed resolutions within 24 hours.

4.14.3 Investigation, removal, and disposal of all hazardous materials shall be addressed in accordance with all applicable construction/environmental and any other federal, state, and local laws and regulations.

4.14.4 All construction activities shall be performed in compliance with applicable Occupational Safety and Health Administration (OSHA) safety regulations and other applicable laws.

### 5.0 INSURANCE/BONDING

#### 5.01 Certificate of Insurance

An original, certified copy of an insurance certificate listing the Entity as additional insured, must be submitted with the Applicant's submittal (see Attachment E). The successful Applicant will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

5.01.1 Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.

5.01.2 Employers Liability Insurance protecting Applicants against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.

5.01.3 Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;

5.01.4 Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000 excess of specified limits.

#### 5.02 Performance and Payment Bonds

The selected Applicant(s) will be required to maintain performance and payment bonds in an amount equal to the value of the active construction project. In no event shall the bond requirements be for less than one hundred (100%) of a Applicant's amount under the contract at any given time. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must

be listed in the Department of the Treasury's Listing of Certified Companies. The bonds must be submitted within 15 days of the request. Payment and performance bonds will be required as required by state law.

### 5.03 Builder's Risk

Selected Applicant(s) will be required to carry builder's risk insurance for an amount sufficient to ensure completion of the project scope. Firm(s) will be required to provide evidence of builder's risk coverage prior to contract execution, and no later than 15 days of request.

## **6.0 USE OF HISTORICALLY UNDERUTILIZED BUSINESSES**

6.01 Selected firms must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring subgrantees to take the affirmative steps listed above as it relates to its subcontractors.
- G. Selected firms are strongly encouraged to establish MBE and WBE utilization plans consistent with their Initial and Final Proposals.

## **7.0 TERMS AND CONDITIONS**

7.01 Indemnity Clause - The Applicant agrees to indemnify and save harmless the Entity and its officers, agents, and employees from any and all claims, causes or action, and damages of every kind, for injury to or death of any person and damages, to property arising out of or in connection with the work done by Applicant under this contract, and including acts or omissions of the Entity or its officers, agents, or employees in connection with said contract.

7.02 Equal Opportunity Employer - The successful Applicant shall warrant and agree that he/she is an Equal Opportunity Employer. Should complaints of any form of discrimination, either in dispensation of the service, or within company hiring policies be substantiated, this contract may be terminated immediately.

7.03 Assignment - The successful Applicant may not assign, sell, or otherwise transfer this contract without prior written consent of the Entity.

7.04 Contractor's Responsibility - At the time of the response due date, each Applicant shall be presumed to have inspected the site(s) (if applicable) and to have read and be thoroughly familiar with the contract requirements. The failure or omission of any Applicant to examine any form, instrument, document, or site shall in no way relieve any Applicant from any obligation in respect to this RFP.

7.05 Compliance with Laws - All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. Applicants shall obtain and pay for such permits and inspections as are required for the legal performance of this work, unless otherwise specified. Applicant shall comply with all Federal, State, and Local laws and Entity Ordinances and Codes applicable to the Applicant's operation under this contract.

7.06 Silence of Specifications - The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement. The Applicant should request clarification from the Entity as specified in this document.

7.07 Severability - If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

## **PART III – SELECTION PROCESS**

### **1.0 SELECTION OF APPLICANT(S)**

The Entity intends to select Applicant(s) that best meet the needs of the Entity and that provide the best overall value. The Entity reserves the right to award **multiple** contracts from the finalist pool of successful Applicant(s). Applicants will be rated and ranked according to the evaluation criteria set forth below. The Entity intends to enter into negotiations with the top-ranked Applicant (i.e. the most highly qualified) and attempt to negotiate a fair and reasonable price; if negotiations fail, the Entity shall formally end negotiations with that Applicant and attempt to negotiate with the next most highly qualified provider. The Entity shall proceed in like manner until it has contracted with a sufficient number of entities to respond to the identified scope of work.

1.01 The Entity is not required to accept the lowest cost proposal.

1.02 The Entity may make such investigation as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to the Entity all such information by the date specified by the Entity.

1.03 The Entity may conduct such investigations as it deems necessary or appropriate to assist in the evaluation of any RFP response and to establish the responsibility, qualifications, and financial ability of the Applicant, their proposed subcontractors, and other persons or organizations submitted within an Applicant's response to do the work to the Entity's satisfaction within the prescribed time.

1.04 The Entity reserves the right to conduct interviews of short- listed Applicant(s) prior to making a final selection.

1.05 The Entity reserves the right to require Applicants to identify the source(s) of Applicant's share of project funding. The Entity reserves the right to verify identified sources of funding.

1.06 The Entity reserves the right to contact references as deemed necessary to complete its analysis, whether provided by the Applicant or known by the Entity.

## **PART IV – SUBMISSION REQUIREMENTS**

This section details the requirements for submitting all required information. Applicants are advised to carefully review all the requirements and submit all documents and information as indicated in this RFP. Additional information may be requested for clarification. Incomplete responses may lead to a submission being deemed non responsive and not eligible for consideration

All sealed proposals should be submitted on the original forms provided. Each response must be sealed and should be placed in a properly identified envelope with Applicant's Name, RFP number, and time/date of RFP due date. Please provide one clearly marked original, 4 copies, and one digital copy on a USB drive.

To ensure some degree of uniformity in the submission, please follow the outline listed below.

### **1.0 COVER SHEET (Attachment A)**

Complete the RFP 'Attachment A: Cover Sheet' worksheet provided.

Provide the full legal name of the Applicant, including any previous names or doing-business-as names. Signature of an owner, corporate officer, or agent authorized by the Applicant is required.

### **2.0 STATEMENT OF INTEREST:**

The statement of interest should be limited to a maximum of two (2) page and must include a brief introduction of your company and your proposed subcontractors (if known), a statement of the Applicant's understanding of the work to be performed and that the company will comply with the requirements set forth in this document.

### **3.0 EXECUTIVE SUMMARY OF SCOPE OF WORK:**

Applicant shall provide an overview (not exceeding five pages) of the major features of the RFP submission. Include any suggestions, conclusions, recommendations, or assumptions the Applicant believes are significant to the understanding of the RFP. Sequencing and description of the tasks and/or the time frame for completion of the tasks is required.

### **4.0 PRICING**

4.01 Applicant shall provide a detailed breakdown of the total project cost, then clearly indicate the requested Entity contribution and Applicant's contribution. Attachment B has been provided as a template for the cost proposal.

4.02 Consideration may be given for higher applicant contribution to the total project cost.

4.03 Total project cost shall not include ongoing fees such as licenses, operating and maintenance costs, or lease/rent expenses.

4.04 Should any technical alternatives be included for the Entity's consideration, a separate cost proposal should be included for each alternative.

4.05 Prices for all goods and/or services shall be all inclusive. Pricing offered shall be valid for ninety (90) days from response due date.

4.06 The Entity is exempt from taxes. DO NOT INCLUDE TAX IN YOUR PRICING SUBMITTAL.

4.07 Any catalog, brand name or manufacturer's reference used in this document is descriptive – NOT restrictive – it is to indicate type and quality desired. Pricing on brands of like nature and quality will be considered. If providing other than referenced specifications, Applicant must show manufacturer, brand or trade name, lot number, etc., of the article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the response. If the Applicant takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items utilized shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in the RFP specifications. Verbal

agreements to the contrary will not be recognized.

4.08 Quantities indicated are estimated based upon the best available information. The Entity reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

## **5.0 TECHNICAL APPROACH AND WORK PLAN**

Provide a detailed scope of work, to include the specific information described in exhibits and attachments.

### **5.01 Technical and Procedural Concerns**

Address technical and/or procedural concerns that may influence the proposed project. Applicants should also include any assumptions made within their response. Explain any type of support required from Entity personnel.

### **5.02 Technical Alternatives**

Describe any technical alternatives or exceptions to listed specifications. Cite the applicability of alternative approaches/procedures to address Entity objectives and the advantages to be gained through their use. Should any technical alternatives be included for the Entity's consideration, a separate cost proposal should be included for each alternative.

5.03 Clearly acknowledge the project technical requirements as outlined in Part II. Any exceptions the Applicant may have to the technical requirements of this RFP must be clearly called out and described.

### **5.04 Implementation Schedule**

Describe the anticipated schedule for design, permitting, construction, and initiation of broadband services to the specified areas of the Entity. The timeline schedule should include key milestones and phasing plans. Should any technical alternatives be included for the Entity's consideration, a separate schedule should be included for each alternative.

### **5.05 Project Location**

Describe proposed project location(s). Provide coverage area asset narratives as applicable to support the proposed design that demonstrates coverage of the project location within the specified area(s). Clearly state how many premises will be covered and at what levels of service.

### **5.06 Service Delivery and Design**

Provide detailed service delivery and design information, as outlined in the Applicant's submission, to fully describe the service delivery platform being proposed. Provide a detailed narrative and related diagrams outlining your proposed network design, the specific equipment to be used and verification that it meets the standards specified to deliver the products as outlined in Part 2 and Exhibit D of this RFP. Applicants are encouraged to provide response information engineered to the highest level of detail possible for an RFP of this nature. Provide proposed tiers, speeds, and pricing details per Attachment N.

### **5.07 Fixed Wireless Solutions**

Wireless solutions are networks that use wireless to reach rural areas for last mile connectivity. Proposed wireless solutions should provide the following information:

- A. Map of planned tower locations and expected coverage. Coverage maps shall be modeled using equipment that meets existing zoning codes.
- B. Documented tower characteristics such as type and height.
- C. Document describing Licensed or Unlicensed wireless spectrum to be utilized.
- D. Detailed description of last mile line of sight requirements.

## 5.08 Wireline Solutions

Wireline solutions are networks that utilize fiber or copper (including coaxial cable) for last mile access. Proposed wireline solutions should provide the following information:

- A. Provide maps describing planned cable installation and pre existing cable routes that support meeting coverage requirements specified in the RFP.
- B. Document last mile access technology.

## 5.09 Service Level Agreements

The Entity has identified the following minimum service level requirements (SLR) which must be followed by the Applicant. Detailed requirements will be mutually defined by the Entity and selected Service Provider during contract negotiations, and may be amended, added to, and subtracted from by mutual agreement during the contract term.

5.09.1 ISP Internet access will be available ninety-nine (99) percent of the time each month.

5.09.2 ISP will monitor and administer the Internet assets twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days per year.

5.09.3 ISP will provide preventative maintenance through proactive installation of patches, upgrades, hot fixes, service packs, and updates.

5.09.4 ISP will provide constant security monitoring of the Internet assets.

5.09.5 ISP will provide ongoing capacity management and planning to assure internet traffic throughput meets the required speeds.

## **6.0 COMPANY BACKGROUND**

6.01 Overview of your company history, number of years in operation, and management team. Also, indicate if your company is currently registered to do business in the State of the planned network.

6.02 Overview of your organization's services, products and capabilities. Include any brochures or marketing material you feel would help give the Entity a better appreciation for your capabilities.

6.03 Outline your company's capacity to handle a project of this size and complexity. If your capacity entails hiring additional staff or contractors should your organization be awarded the contract for this work effort, identify the quantity and type of staff you envision adding, and the time frame you anticipate the acquisition to take. The Entity would prefer the staff were in place by the time the initial assessment is completed.

6.04 Identify key staff to be assigned to the project with resumes of their personal qualifications.

## **7.0 EXPERIENCE AND QUALIFICATIONS**

Applicants shall demonstrate related professional qualifications, and knowledge in the organization. Response should include information similar in scope and size to the project scope of work in this RFP. Limit to 5 pages, excluding the organizational chart and resumes of no more than 5 key personnel. Minimum submission shall address the following:

### 7.01 Broadband Design and Network Construction History

Applicant(s) shall describe prior work in broadband design and network construction, including, but not limited to, number of years in business, number of projects completed, type of technology deployed, number of end users served, average design and construction time for each project, and number of years of experience in broadband in general.

### 7.02 Prior Project Descriptions

Applicants shall provide a description of at least three (3) projects of similar size and scope that your company has deployed within the last five (5) years. Outline services offered, geography covered, network design utilized, and customer types served (residential, business, anchor institution). For each project provide the contact information for the primary reference including: the company/organization name, a primary point of contact, their title, and their phone number. The preference of the Entity would be to receive a list with both older established sites as well as new installations if possible.

### 7.03 Relevant Qualifications

Applicants must provide a brief summary to include, total number and types of employees, skills, knowledge and abilities, company background history, number of years in providing similar services as outlined in this document.

#### 7.03.1 Organizational Chart/Staffing Plan

Applicants shall provide an organizational chart or staffing plan showing key personnel proposed for this solicitation. At a minimum, the chart or staffing plan should identify the personnel organization structure, proposed Project Manager, subcontractors, inspectors, superintendent(s), number of proposed staff and their roles and responsibilities, percent of commitment to the project, and anticipated duration of their involvement. Applicants shall identify the key personnel that will be committed to the project. The Entity reserves the right to reject any key personnel proposed if it is determined in their best interest. All key personnel must be committed to the project at all applicable times. The qualifications and experience of key proposed personnel shall be factored into the evaluation process; therefore, key personnel shall not be replaced without the approval of the Entity. Any approved substitutions for personnel shall be of equal or better qualifications.

#### 7.03.2 Resumes

Applicant(s) shall provide up to a one page resume of key personnel identified in the organizational chart. At a minimum, the resumes shall include, education, experience in the broadband construction industry, experience and responsibilities on similar projects, any professional registrations and certifications, and references. A limit of 5 resumes may be submitted and may be submitted as an attachment to your response.

## 8.0 FINANCIAL CAPACITY

Applicant shall provide the following:

- A. A full disclosure of any events, liabilities, or contingent liabilities that could affect Applicant's financial ability to perform this contract
- B. Bonding Capacity: Applicant(s) shall provide proof of bonding capacity in a statement addressed to the Entity from a certified bonding company, authorized to do business in the state where the project is to be completed. The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity's projects. Applicant shall carry a minimum bonding capacity of the project value upon execution of the Contract. The bond(s) must be made payable to the Entity. **In your response**, please provide a statement regarding your ability to provide proof of bonding as directed in the Exhibits below.
- C. Other financial information sufficient for the Entity, in its sole judgment, which may include audited or unaudited financial statements to determine if Applicant is financially solvent or adequately capitalized.
- D. Applicants may also include credit ratings/reports, reference letters from their bank and reference letters from suppliers.

## 9.0 CAPACITY TO PERFORM

Applicant shall provide information to demonstrate capacity to perform requested work. Applicants shall provide a detailed typical design, construction and implementation schedule to show sequence of key work activities and the number of days to complete each task. Include no more than sixty (60) calendar days between contract execution and design initiation, subject to contract negotiation. **NOTE: ALL CONSTRUCTION ACTIVITIES MUST BE COMPLETED NO LATER THAN SEPTEMBER 30, 2024.**

### 9.01 Quality Control Program

Applicant shall provide methodology and approach for quality management to control and maintain quality.

### 9.02 Supply Chain Management

Applicant shall provide lead times and or current stock on equipment and supplies needed to complete the project.

9.03 Identify any potential supply chain issues and impacts to the timeline.

**10.0 LEGAL ACTIONS**

Provide a list of all pending litigation and include a brief description of the reason for legal action (if applicable).

**11.0 APPENDICES**

Applicants can attach documentation as desired to support the RFP response to assist the Entity to better assess the Applicant's RFP submission. If used, Appendices must be clearly labeled with a purpose for submission.



***Exhibit A***  
**Project Location**

If a project will not serve an Entity's entire geographical boundary, maps determining the project scope may be inserted here.

**Exhibit B**  
**Required Provisions for ARPA EC 6.1 Revenue Replacement Projects**

THRESHOLD	PROVISION	CITATION	PROVISION APPLIES TO:
<b>ARPA Terms &amp; Conditions</b>			
ARPA Terms, Conditions, & Records	<p>1. Use of Funds.</p> <p>a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipients may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>4. Maintenance of and Access to Records</p> <p>a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.</p> <p>b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.</p> <p>c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>

ARPA Terms, Conditions, & Records	5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB  Contractor RFQ  Subrecipients  Vendors  EC 6.1 Awardees
ARPA Terms, Conditions, & Records	9. Compliance with Applicable Law and Regulations.  a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.  b. Federal regulations applicable to this award include, without limitation, the following:  i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and		Contractor RFP/IFB  Contractor RFQ  Subrecipients  Vendors  EC 6.1 Awardees

	<p>subject to such exceptions as may be otherwise provided by Treasury <b>[ARPA/SLFRF EC 6.1 applicable Uniform Guidance Sections are specifically listed/included at end of this document]</b>. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.</p> <p>ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.</p> <p>iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.</p> <p>iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.</p> <p>v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.</p> <p>vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20. (Subrecipient Only)</p> <p>vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.</p> <p>viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.</p> <p>ix. Generally applicable federal environmental laws and regulations.</p> <p>c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:</p> <p>i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;</p> <p>ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;</p> <p>iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;</p> <p>iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and</p>		
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	v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.		
ARPA Terms, Conditions, & Records	10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients
ARPA Terms, Conditions, & Records	11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients (city/county)
ARPA Terms, Conditions, & Records	12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB  Contractor RFQ  Subrecipients  Vendors  EC 6.1 Awardees
ARPA Terms, Conditions, & Records	13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFQ  Subrecipients  EC 6.1 Awardees
ARPA Terms, Conditions, & Records	14. Debts Owed the Federal Government.  a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603 (c) as applicable	Subrecipients

	<p>b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.</p>		
ARPA Terms, Conditions, & Records	<p>15. Disclaimer.</p> <p>a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.</p> <p>b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	Subrecipients
ARPA Terms, Conditions, & Records	<p>16. Protections for Whistleblowers.</p> <p>a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.</p> <p>b. The list of persons and entities referenced in the paragraph above includes the following:</p> <ol style="list-style-type: none"> <li>i. A member of Congress or a representative of a committee of Congress;</li> <li>ii. An Inspector General;</li> <li>iii. The Government Accountability Office;</li> <li>iv. A Treasury employee responsible for contract or grant oversight or management;</li> <li>v. An authorized official of the Department of Justice or other law enforcement agency;</li> <li>vi. A court or grand jury; or</li> <li>vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.</li> </ol> <p>c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p> <p>Section 602(b), 603(b) and/or 603 (c) as applicable</p>	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>
ARPA Terms, Conditions, & Records	<p>17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and</p>	<p>Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;</p>	Contractor RFP/IFB

	programs for their employees when operating company-owned, rented or personally owned vehicles.	Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFQ Subrecipients Vendors EC 6.1 Awardees
ARPA Terms, Conditions, & Records	18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers	Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2;  Section 602(b), 603(b) and/or 603 (c) as applicable	Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees

### Applicable Uniform Guidance Sections

None	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of “federally assisted construction contract” in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</u>, p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <u>41 CFR part 60</u>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p><u>41 CFR 60-1.4 Equal opportunity clause.</u></p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)	Contractor RFP/IFB Contractor RFQ Subrecipients
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	<p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in</p>		
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	<p>Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>(9) Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>(10) The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>(11) The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipienting agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>		
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<p>State Provision Applies at any amount and/or &gt;\$2,000 for CDBG/Braided Funds</p>	<p><b>Texas Prevailing Wage</b> requirements applies only to the construction of a <u>public work</u>, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. (G.V. 2258)</p> <p>-----</p> <p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D) And <b>TX G.V. 2258 Prevailing Wage Rates</b></p>	<p>Contractor RFP/IFB Subrecipients</p>
<p>None</p>	<p>Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, <u>2 CFR part 180</u>. The regulations in <u>2 CFR part 180</u> restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.</p>	<p>2 CFR 200.214</p>	<p>Contractor RFP/IFB Contractor RFQ Subrecipients Vendors EC 6.1 Awardees</p>

## Other References

None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <u>2252.153</u>. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.</p>	Texas Government Code 2252.152	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>EC 6.1 Awardees</p>
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT.</p> <p>(a) This section applies only to a contract that:</p> <p style="padding-left: 20px;">(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p style="padding-left: 20px;">(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p style="padding-left: 20px;">(1) does not boycott Israel; and</p> <p style="padding-left: 20px;">(2) will not boycott Israel during the term of the contract.</p>	Texas Government Code 2271	<p>Contractor RFP/IFB</p> <p>Contractor RFQ</p> <p>Subrecipients</p> <p>Vendors</p> <p>EC 6.1 Awardees</p>
	<p>Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.</p>	42 U.S.C. 6201	<p>Contractor RFP/IFB</p> <p>Subrecipients</p>

***Exhibit C***  
**Prevailing Wage Decision**

Applicant should develop pricing in consideration of compliance with the following wage decision.



TX20230091  
Limestone Co Heavy ↑

## Exhibit D1 (ARPA) Technical Requirements

1	100 Mbps download speed
2	100 Mbps upload speed
3	If not meeting 100 Mbps symmetrical due to impracticality, 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
4	Participation in the Affordable Connectivity Program (ACP) or equivalent.
5	If the Applicant is currently providing broadband service in the state Entity requires that the Applicant provide similar or lower pricing and similar service tiers for broadband services in the newly served areas.
6	Shape file and/or Google earth file documentation for each proposed service area.

**Exhibit E**  
**Evaluation Criteria**

<b>Criteria</b>	<b>Points</b>	<b>Score</b>
<b>Applicant Background, Qualifications and Capabilities</b>	<b>15</b>	
Qualifications, Knowledge, team and technical competence	7	
Relevant Historical Projects	4	
Customer service and trouble-desk capabilities	4	
<b>Proposed Solution</b>	<b>80</b>	
Proposed County/City-Wide Project Impact (Full Points would be a 100% coverage of Unserved/Underserved locations)	16	
Impact on unserved locations (Full points would address 100% of unserved locations)	14	
Impact on underserved locations (Full points would address 100% of underserved locations)	7	
Ability to deploy 1G/1G Service to Anchor Institutions (Full Points for 100%)	10	
Deployment timing - priority given to projects that can be done the quickest	6	
Adherence to technical requirements set forth in the RFP	6	

<b>Coverage, topology, and resiliency elements</b>	<b>5</b>	
<b>Network Design/ Proposed Solution meets RFP goals</b>	<b>5</b>	
<b>Competitively priced speed tiers</b>	<b>6</b>	
<b>Participation in the Affordable Connectivity Program (ACP)</b>	<b>Required</b>	
<b>Proposed Match Amount towards project (Points awarded based on a percentage of match to whole project cost)</b>	<b>5</b>	
<b>Completeness of Application</b>	<b>5</b>	
<b>Total</b>	<b>100</b>	

**EXHIBIT F**  
**POST-DEPLOYMENT AND ONGOING REPORTING**

To be determined by funding source and current guidance

		Designed	Actual
1	What technology type is used? (fiber, coaxial cable, terrestrial fixed wireless, other):		
2	Total Miles of Fiber designed to deploy:		
3	Project build out speeds post investment	Designed	Actual
3A	Total funded locations post investment		
3B	Total funded locations receiving minimum 100/100 Mbps		
3C	Total number of funded locations receiving minimum 100/20 Mbps and scalable to 100/100		
3D	Please explain any changes between designed and actual funded locations.		
4	Total Funded Locations by Type	Designed	Actual
4A	Total Funded Locations		
4B	Residential*		
4C	Total Housing Units**		
4D	Business***		
4E	Community Anchor Institution****		
4F	Please explain any changes between designed and actual funded locations.		



## **Additional Post Deployment Reporting Requirements:**

Location-by-Location Project Information to be provided post deployment in the Broadband Infrastructure Data Template provided by Treasury and published in the most current SLRF Compliance and Reporting Guidance. For each location served provide the following:

- Latitude/longitude at the structure where service will be installed
- Technology used to offer service at the location
- Location type
  - o Residential (If Residential, Number of Housing Units at location)
  - o Business
  - o Community anchor institution
- Speed tier at the location pre-SLFRF deployment
  - o 25/3 Mbps or below
    - o Between 25/3 Mbps and 100/20 Mbps
  - Speed and latency at the location post-SLFRF deployment (collection to be phased in)
    - o Maximum download speed offered
    - o Maximum download speed delivered
    - o Maximum upload speed offered
    - o Maximum upload speed delivered
    - o Latency

**ATTACHMENT A  
COVER SHEET**

<b>Name of Person, Business or Organization:</b>	
<b>Type of Entity:</b>	
<b>Federal Tax ID Number:</b>	
<b>UEIN Number:</b>	
<b>Contact Person – Name</b>	
<b>Contact Person – Address</b>	
<b>Contact Person – Phone Number(s)</b>	
<b>Contact Person – Email address(es)</b>	

By signing this *Cover Sheet* I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date

## Attachment B Cost Proposal

Complete this form in its entirety. Make sure all costs that are part of the project are included in the Cost Proposal. If you wish to propose any technical alternatives, please submit those cost proposals on a separate Cost Proposal sheet marked Technical Alternatives. Please break-up the cost categories based on the following:

<i>Category Options</i>	<i>Sub-Categories</i>	
Equipment	Switching, Routing, Transport, Access, Video, Power, Satellite, Engineering, Optical Network Terminal, Other	
Outside Plant	Copper, Coaxial, Fiber, Submarine Cable, Conduit Systems, Engineering, Other	
Building	New Construction, Prefab Huts, Improvements, Renovations, Engineering, Other	
Towers	Guyed, Lattice, Monopole, Site Preparation, Engineering, Other	
Customer Premise Equipment	Modems, Inside Wiring, Multi-terminal Adaptor, Engineering, Other	

Category	Sub-Category	Description of Item	Quantity	Cost/Ea.	Total Cost

			<b>Total Project Cost</b>		
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			<b>Total County/City Cost</b>		
			<b>Total Applicant Cost</b>		

## **ATTACHMENT C**

### **System for Award Management (SAM) Record Search**

**Applicant must have a UEIN registered in SAM.gov and not debarred in SAM.GOV at the time of response submittal. Applicants that also receive direct federal assistance must be fully registered in SAM.GOV and may be required to provide a CAGE code.**

Insert SAM Record Search for company name and company principal(s), and cage code if applicable.

**ATTACHMENT D**  
**CUSTOMER/CLIENT REFERENCES**

Provide information for 3 clients you have supplied similar services within the past 5 years.

<b>Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Address:</b>	
<b>Contract Award Date:</b>	
<b>Contract Completion Date:</b>	
<b>Contract/Project Name/Title:</b>	
<b>Description of Services:</b>	

<b>Name:</b>	
<b>Phone:</b>	
<b>Email:</b>	
<b>Address:</b>	
<b>Contract Award Date:</b>	
<b>Contract Completion Date:</b>	
<b>Contract/Project Name/Title:</b>	
<b>Description of Services:</b>	

<b>Name:</b>	
--------------	--

<b>Phone:</b>	
<b>Email:</b>	
<b>Address:</b>	
<b>Contract Award Date:</b>	
<b>Contract Completion Date:</b>	
<b>Contract/Project Name/Title:</b>	
<b>Description of Services:</b>	

## ATTACHMENT E

### INSURANCE CERTIFICATE

#### **INSURANCE REQUIREMENTS**

The Applicant shall supply an original, certified copy of an insurance certificate listing the Entity as additional insured. The successful Applicant will be required to maintain, at all times during performance of the contract, the insurance detailed below. Failure to provide this insurance certificate within the specified amount of time may result in disqualification of bid.

- a. Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00.
- b. Employers Liability Insurance protecting Applicants against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$1,000,000.00.
- c. Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$2,000,000.00 per each occurrence/aggregate; Property Damage \$1,000,000.00 per each occurrence;
- d. Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits.

**ATTACHMENT F**  
**STATEMENT OF BONDING CAPACITY**

Applicants shall verify their bonding capacity in a statement addressed to the Entity from a certified bonding company, authorized to do business in the State of Texas. **The letter must clearly state the amount of Firm's bonding capacity to be reserved for the Entity projects.** Applicant shall carry a bonding capacity equal to the value of the scope of work upon execution of the Contract. Upon contract award, the bond(s) must be made payable to the Entity.

**Performance and Payment Bonds**

The selected Firm(s) will be required to maintain performance and payment bonds in an amount equal to the value of the active construction project. In no event shall the bond requirements be for less than one hundred (100%) of a Firm's amount under the contract at any given time. All bonds must be issued by a bonding agent with at least an "A" rating, and the bonding companies must be listed in the Department of the Treasury's Listing of Certified Companies. The bonds must be submitted within 15 days of the request.

**Builder's Risk**

Selected Firm(s) will be required to carry builder's risk insurance for an amount sufficient to ensure completion of the project scope. Firm(s) will be required to provide evidence of builder's risk coverage prior to contract execution, and no later than 15 days of request.



**ATTACHMENT G (Remove if not applicable)**

**CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ**

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods, or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with Limestone County within seven (7) business days after the later of:

- a. The date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or
- b. The date the person becomes aware of facts that require the statement to be filed.

Additional information and the form to be used to file this notice can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>

**Instructions:** Responders should complete Form CIQ below if the above description applies and submit Form CIQ with their response. If no employment or business relationship exists, then Responders should complete and sign the below statement.

**I certify that no person that has an ownership interest in my business has an employment or business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## ATTACHMENT H (Remove if not applicable)

### FORM 1295

HOUSE BILL 1295 Certificate of Interested Parties (To be Completed by Awarded Vendor)

Any and all resultant contracts of this Request for Proposal will require the Applicant to complete the Texas Ethics Commission requirements under the State of Texas House Bill No. 1295 Certificate of Interested Parties. This requirement is not arbitrary and is MANDATORY for the Entity to contract with a provider.

Therefore, the Entity requires that, in your response to this RFP, Applicant shall include a completed form.

Login information, Forms and Certification download may be obtained at: <https://www.ethics.state.tx.us/filinginfo/1295/>

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at <a href="https://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track and identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4			
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____ My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="margin-left: 300px;">(month)</span> <span style="margin-left: 20px;">(year)</span> <div style="text-align: center; margin-top: 20px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

# ATTACHMENT I

## CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) 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.

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**Please Complete the Below Statement (if applicable):**

Yes	Statement
	<b>This provision does NOT apply because my pricing quote does not exceed \$100,000. The Lobbying Disclosure in Attachment I is not applicable.</b>

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## ATTACHMENT J

### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change
<b>4. Name and Address of Reporting Entity:</b> ___ Prime    ___ Subawardee  Tier ____, if Known:  <b>Congressional District, if known:</b> <b>Federal Department/Agency:</b>	<b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>Federal Action Number, if known:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>9. Award Amount, if known:</b>  \$ _____  <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

**ATTACHMENT K**  
**BIDDER'S CERTIFICATION**

*(Remove if not applicable)*

In accordance with Texas Government Code Sections 2252.001 through 2252.004 (relating to bids by nonresident contractors), the pertinent portion of the Act has been extracted and is as follows:

1. "Nonresident bidder" refers to a person who is not a resident.
2. "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following:

- (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or
- (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed.

I certify that \_\_\_\_\_ (Company Name) is a

Resident bidder of Texas, as defined in Section 2252.001(4), Texas Government Code, or

Nonresident bidder defined in Section 2252.001(3), Texas Government and our principal place of business is \_\_\_\_\_ (City and State).

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment L**  
**Bidder's Certification of Non Collusion**

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid or proposal, the bidder certifies that:

- (1) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
- (1) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor, or potential competitor;
- (2) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- (3) The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

Printed Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## ATTACHMENT M

### PRE DEPLOYMENT REPORTING

The Applicant shall provide the following information as part of the RFP response submission, Data collection is subject to change based on program requirements.

**Total Number of Funded locations served prior to SLFRF investment**

1	List of counties served		
2	<i>Projected</i> Construction Start Date		
3	<i>Projected</i> Construction Completion Date		
4	Will the project meet or exceed symmetrical 100 Mbps download and upload speeds?		
4A	If not, explain why		
4B	If not meeting 100 Mbps symmetrical, Confirm if the project will meet 100 Mbps download and between 20 and 100 upload, scalable to 100 Mbps upload and download		
5	Will the project provide service to households?		
5A	If yes, does the service provider participate in FCC ACP or another broad-based affordability program that provides benefits?		
			Designed
6	What technology type will be used? (fiber, coaxial cable, terrestrial fixed wireless, other):		
7	Total Miles of Fiber designed to deploy:		
8	Detail Numbers For Existing Service in Designated Area		
8A	Total number of locations with service.		
8B	Total number of funded locations served receiving 25/3 Mbps or below service		
8C	Total number of funded locations served receiving between 25/3 Mbps and 100/20 Mbps		

8D	If sum of 8B and 8C do not equal 8A, explain:	
9	Project build out speeds post investment	Designed
9A	Total funded locations post investment	
9B	Total funded locations receiving minimum 100/100 Mbps	
9C	Total number of funded locations receiving minimum 100/20 Mbps and scalable to 100/100	
10	Total Funded Locations by Type Designed	Designed
10A	Total Funded Locations	
10B	Residential*	
10B.1	Total Housing Units**	
10D	Business***	
10E	Community Anchor Institution****	
10F	Please explain any changes between designed and actual funded locations.	

**\*\*Residential Location:** A residential location is defined by the FCC as a location that is or contains "housing units" or "group quarters" based on the U.S. Census Bureau's definition of these terms. For all locations identified as "residential," the Recipient must also document the total number of "housing units" at that location.

**\*\*Housing Unit:** A housing unit is defined by the Census Bureau as a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other persons in the building and which have direct access from the outside of the building or through a common hall.

**Multiple housing units in a single structure at a single street address or latitude/longitude point, such as apartment buildings, must be reported in a single record.** Recipients should include the number of units of the building in the Number of Housing Units field.

**\*\*\*Business Location:** A business location is defined as a non-residential structure on a property without residential locations that would expect to demand internet access services. Recipients should only report the locations of businesses that they would expect to demand mass market broadband Internet access service, which typically are small businesses. Recipients should not report the locations of larger businesses that purchase or would be expected to purchase dedicated high-capacity transmission services, such as business data services (also known as special access). For purposes of deciding what business locations "count," recipients should consider the nature of the service offered to the location. A "small business" would typically subscribe to mass market "best efforts" broadband Internet access service. This does not mean the business actually is subscribing

to this service, but rather this is a location where the carrier is commercially offering mass market broadband Internet access service to end users and would provide this type of service if the customer requested it, with no charges or delays attributable to the extension of the network of the provider. This includes the initiation of fixed broadband internet access service through routine installation that can be completed not later than 10 business days after the date on which the service request is submitted.

**\*\*\*\*Community Anchor Institution:** A community anchor institution means an entity, such as a school, library, health clinic, health center, hospital or other medical provider, public safety entity, institution of higher education, public housing organization, or community support organization that facilitates greater use of broadband service by vulnerable populations, including, but not limited to, low-income individuals, unemployed individuals, children, the incarcerated, and aged individuals.

## ATTACHMENT N

### Tiers, Speeds, and Pricing

For each Speed Tier offered to Customers, please provide the following:

Advertised speed tiers (name)	Maximum Download/Upload Speed	Non-promotional Monthly Recurring cost (MRC) inclusive of taxes and fees	One-time non-recurring installation costs to customer, inclusive of estimated taxes and fees	Monthly customer recurring equipment fees

