

**June 13, 2022**

**REQUEST FOR PROPOSALS (RFP)  
P5211ARP**

**American Rescue Plan (ARP) Category**  
*Broadband Other (5.21)*

**TABLE OF CONTENTS**

**PURPOSE:** .....2

**PROJECT LOCATION:** .....2

**PERFORMANCE:** .....2

**SELECTION SCHEDULE:** .....2

**SELECTION PROCESS:** .....2

**INTERVIEWS:**.....6

**ADDENDA TO THE RFP:**.....6

**EVALUATION COMMITTEE:** .....6

**SUBMITTAL:**.....6

**SUBMITTAL REJECTION:** .....6

**CONFIDENTIAL/PROPRIETARY PROPOSAL MATERIAL:**.....6

**ATTACHMENT A - RESPONSE TO REQUEST FOR PROPOSALS.....8**

**ATTACHMENT B - EVALUATION CRITERIA AND WEIGHTS .....9**

**ATTACHMENT C - GENERAL CONDITIONS .....10**

**ATTACHMENT D - ARP/CSLFRF CFDA 21.027 FUNDING CONDITIONS.....14**

**ATTACHMENT E - INSURANCE REQUIREMENTS .....16**

**ATTACHMENT F – SCOPE OF WORK.....17**

**ATTACHMENT G – BUDGET .....19**

**ATTACHMENT H – SAMPLE CONTRACT .....20**

**DEFINITIONS:**

For clarification and the purpose of brevity, the following definitions will be used throughout these specifications:

1. “ARP” American Rescue Plan
2. “RFP” Request for Proposal
3. “Firm” refers to the person or entity awarded a contract resulting from this RFP.
4. “County” refers to Spokane County Washington, a political subdivision of the State of Washington.
5. “Proposal” a submittal response to this RFP.

For the purposes of the response section it shall be understood that the use of any form of the word "you, your, company, Firm and other such similar words" refers to the Firm.

**PURPOSE:**

The purpose of this Request for Proposal (RFP) is to solicit contract proposals from firms for funding of an ARP Eligible Use Category allocation per the title and number of this RFP.

**PROJECT LOCATION:**

Determined by the Firm proposal and/or the RFP, limited to the geographical boundaries of Spokane County.

**PERFORMANCE:**

The County intends that the Firm awarded the contract shall perform the work commencing upon the notice to proceed and shall terminate upon project completion unless terminated sooner by written notification from the County.

The designation of the Firm as “most advantageous” by the County, taking into account all evaluation criteria, is not intended to be nor will it be a guarantee of an award to a Firm. The County retains the right to award work, on this or any other project, to other Firms.

**SELECTION SCHEDULE:**

*The following dates are based upon initial planning and should be considered tentative.*

ITEM	DATE
<b>RFP issued</b>	<b>June 13, 2022</b>
<b>Responses Due</b> (within <a href="#">ARP Application Portal</a> and All Upload Attachments)	<b>July 6, 3:00pm local time</b>
<b>Evaluation of Submittals</b>	<b>Week of July 11<sup>th</sup>, 2022</b>
<b>Designation of the most highly qualified firm (s) by the Board of County Commissioners</b>	<b>July 19<sup>th</sup> or 26<sup>th</sup>, 2022</b>

After submittals, have been opened in public, the County will post a listing of any final award determination made.

**SELECTION PROCESS:**

Spokane County will be the sole judge in the determination of the most advantageous firm or firms and the work to be offered. A recommendation committee will rank all proper submittals based on the evaluation criteria set forth in this packet. From these rankings either a recommendation for the most advantageous firm or firms will be made. Spokane County reserves the right to select the most advantageous firm or firms based solely on the written responses to the evaluation criteria.

No work will be undertaken without a mutually agreed upon statement of work, fee, and contract signed by the parties.

Requested amount is only one of the selection criteria considered. Factors other than funding request may include, but are not limited to; qualifications, experience, and longevity of operations of the Proposer; competence and technical capabilities of the personnel; technical approach and aspects of the proposal; feasibility of the proposal; efficiency and the Firm's ability to deliver in a timely manner and other considerations which may be in the best interest of the County. 22

Only complete submittals will be evaluated.

**INTERVIEWS:**

Interviews are not a mandatory part of this process. Interviews will be held solely at the option of the County. If interviews are conducted firms should plan to have key personnel on their interview teams who would most likely be assigned to the work on such on-call projects. Short listed firms may be asked to provide supplemental or additional information for review by the committee prior to the interviews.

The County reserves the right to utilize new or revised evaluation criteria and weights to be used in evaluation of the firms being interviewed. If changes are made to the criteria or weights, they will be reduced to writing and be sent to the interview candidates prior to the conduct of the interviews.

Committee members will use the applicable evaluation criteria and weights to evaluate interview information. Previous clients may be contacted as part of the evaluation process. The recommendation committee will rank the firms interviewed and present their recommendation to the Board of County Commissioners for selection of the most advantageous firm.

**ADDENDA TO THE RFP:**

Only those clarifications or interpretations of the documents that have been issued by written addenda by Spokane County posted on the [ARP Application Portal](#) will be official. Clarifications given during the submittal process by the County to the Firm's questions will be considered informal and unofficial. The county shall not be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document the Firm shall at once notify the person designated to answer administrative questions.

**EVALUATION COMMITTEE:**

Contact with a committee member prior to selection of a Firm may constitute grounds for removal of the Firm from consideration.

**SUBMITTAL:**

The Firm has the sole responsibility to ensure its response has been uploaded in the Attachments section of the [ARP Application Portal](#) by the appointed date and time. Submissions will become part of the official records for this request for proposal and cannot be returned. Untimely submittals will not be considered.

**SUBMITTAL REJECTION:**

Spokane County reserves the right to reject any or all Proposals, portions or parts thereof and to waive all minor irregularities. The Board of County Commissioners may reject any or all submittals for good cause.

**CONFIDENTIAL/PROPRIETARY PROPOSAL MATERIAL:**

The Washington Public Disclosure Act, Chapter 42.56 RCW ("Public Records Act") exempts the following information from public disclosure:

- A. Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data".
- B. Proprietary data, trade secrets, or other information that relates to: (a) A Firm's unique methods of conducting

business; (b) data unique to the product or services of the Firm. "Trade Secrets" are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

- C. Any information contained in the proposal that is considered confidential/proprietary must be clearly designated and marked. Marking of the entire proposal or entire sections as confidential/proprietary will not be honored and may render the submittal as non-responsive. Marking of pricing as confidential/proprietary will not be honored.
- D. Proposals submitted to Spokane County for consideration will be held in confidence, and not be made available to other Firms for review or comparison until after award and contract execution.
- E. If a request is made to view a proposer's confidential/proprietary documents, records, or information, Spokane County will comply strictly with the Public Records Act.
- F. Spokane County shall notify the proposer in writing of the public records request as provided in RCW 42.56.520. Within ten (10) days of this notice, the affected proposer will be asked to provide the legal basis under which such documents are not subject to disclosure under the Public Records Act. Additionally, County legal staff will review the documents requested to determine whether or not the documents are subject to disclosure under that act. Spokane County will be the sole judge as to the records, documents or information that constitutes public information.
- G. The proposer shall be notified in writing if Spokane County determines that the documents, records, or information are subject to disclosure. The proposer shall take such legal actions as it deems necessary to protect its interests. If the proposer has not commenced such actions within five (5) calendar days after receipt of the notice that Spokane County legal staff has determined such documents are subject to disclosure and provided Spokane County written notice of the actions, Spokane County may make such portions available for review and copying by the public as Spokane County, in its sole judgment as to the records, documents or information that constitute public information under the Public Records Act.
- H. Defense and Reimbursement Obligations:
  - 1. The proposer asserting that portions of its proposal can be legally protected shall bear all costs of defending such assertion, including indemnifying and reimbursing Spokane County for its administrative, expert and legal costs and judgments involved in defending itself in actions arising from such assertions by the proposer including (without limitation) any assessments as provided by statute.
  - 2. By submitting a proposal with portions marked "Confidential" or "Proprietary or Business Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" or the like, the proposer has thereby agreed to the provisions of this section, including the defense and reimbursement obligations.

**If these terms are not acceptable, a firm should consider not replying to this Request for Proposal.**

**ATTACHMENT A - RESPONSE TO REQUEST FOR PROPOSALS**

**AUTHORSHIP:** Applicants must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP. All proposals submitted become the property of Spokane County. It is understood and agreed that the prospective Firm claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted.

Did outside individuals/agencies assist with preparation of this RFP?  YES  NO

If "Yes", please describe:

**BENEFICIAL INTEREST DISCLOSURE STATEMENT**

In accordance with Chapter 42.23 RCW Firms must disclose any and all personal relatives, or any relatives of the Firm's employees or sub-contractors, who are presently employed by Spokane County, or who stand to realize any financial gain, or beneficial interest, if a contract is awarded to the Firm or any sub-contractor of the Firm for the work of this request for proposals.

The Firm certifies below that there are no persons, meeting the criteria above, have any beneficial interest in the work of this request for proposals. (CHECK YES OR NO BELOW).

YES  NO

If NO, list below, the name of the person, organization and relationship and interest. (Add additional pages if necessary).

**ATTESTATION**

\_\_\_\_\_  
Signature, Administrator, or Applicant Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
print name and title

**ATTACHMENT B - EVALUATION CRITERIA AND WEIGHTS**

It is strongly recommended that this be used as the outline for your response.

**Criteria Description Evaluation and Weight:**

**1. SERVICE DELIVERY ELGIBLITY` ..... 10**  
a) Experience and qualification of Firm working including licensures for broadband Internet Service Provider according to the Federal Communication Commission (FCC) or other oversight/monitoring/compliance entities  
b) Project funding request service area is within the geographical limits of Spokane County

**2. COMPETENCE OF KEY PERSONNEL OF FIRM..... 20**  
a) General experience of firm in audit compliance  
b) Experience in Federal guidelines compliance

**3. ASSURANCE OF REQUIRED DELIVERABLES ..... 20**  
a) Ability to provide outcome metrics and required SLRCF required demographic information, if applicable, State and Local Fiscal Recovery Funds (SLFRF) for reimbursement payment(s)

**4. ABILITY TO PERFORM WITHIN TIME/BUDGET LIMITS ..... 40**  
a) Management and collaboration approach with internal and external stakeholders/community partners  
b) If applicable, percentage (%) completion of SEPA and other EPA/Federal requirements for construction projects including documentation of prevailing wage  
c) Percentage (%) completion of design documents  
d) Percentage (%) completion of permit authorization  
e) Percentage (%) completion of construction package/bid award status and/or “Shovel Ready”  
f) Included attachments in the submission of Specifications and Drawings for the full project and components where ARP funding request will be applied \*  
g) Ability to complete project on or before December 31, 2026

**5. RESPONSIVENESS OF SUBMITTAL ..... 10**  
a) Complete  
b) Concise  
c) Clearly presented information  
d) Amount of ARP Funding Requested and Intended Use\*

**TOTAL POSSIBLE POINTS ..... 100**

\* Funded components of the project related to assets for which broadband infrastructure resides (Examples include Right of Way trenches, Poles, other) are not the intended areas for funding.

## ATTACHMENT C - GENERAL CONDITIONS

**LIMITATIONS:** This Request for Proposals (RFP) does not commit Spokane County to award a contract to this RFP. Spokane County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel a part or in its entirety this RFP if it is in the best interest of Spokane County.

**AWARD:** A contract award will not be final until Spokane County and a prospective Firm have executed a written Agreement. Spokane County reserves the right to make an award without further negotiation of the proposal submitted; therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. Spokane County may elect, after the selection process, to request clarifications, alterations or changes in the submitted proposal including, but not limited to, Monthly Rent, monthly fees for furnished utilities and menu pricing in order to provide the best service at the best price for Spokane County.

**NON-DISCRIMINATION:** The Board hereby notifies all Individuals that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority business enterprises are encouraged to submit responses to this invitation.

**CONTRACT TERM:** A contract award will not be final until the County and prospective Firm have executed a written Agreement. Spokane County reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The County may elect, after the selection process, to request clarifications, alterations or changes in the submitted proposal including, but not limited to, prices in order to provide the best service at the best price for the County.

**CANCELLATION OF AWARD:** Spokane County reserves the right to immediately cancel an award if the Agreement has not been entered into by both Parties or if new regulations or policy makes it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases, where negotiation of contract activities is necessary, Spokane County reserves the right to limit the period of negotiation to thirty (30) days after which time funds may be de-obligated.

**CONTRACT:** Agreements for the RFP Scope of Work (SOW) and Budget will be negotiated between Spokane County Executive Management, or their designee, and the Firm. If an agreement cannot be reached with the selected Firm, the next "most advantageous" Firm will be contacted for contract negotiations. No work will be undertaken without a mutually agreed upon statement of work, fee, and contract signed by the parties.

The method of payment will be reimbursement of approved funds in the approved contract budget, with documented and approved subrecipient reports in the [ARP Application Portal](#) and approved invoice at the County's sole discretion using any of the following methods:

- a) By warrant (check);
- b) Automated Clearing House (ACH);

No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the RFP, quote, submittal, and accepted by the County in the contract, payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct, accurate and approval invoice with the accompanying subrecipient report through the [ARP Application Portal](#).

**Contract Administration:** The following identifies the titles, roles, duties and responsibilities of the authorized representatives of the Parties under this Agreement.

## **COUNTY CONTRACT ADMINISTRATOR**

Ariane Schmidt, American Rescue Plan (ARP) Portfolio & Program Manager  
Office of Spokane County Commissioners  
1116 West Broadway Ave  
Spokane, WA 99260  
Phone: (509) 477-2625  
Email: aeschmidt@spokanecounty.org

County Contract Administrator is the County Department Head or Elected Official, or his/her designee, as identified, on page 1 of this Agreement. On behalf of the County the Contract Administrator's responsibilities include:

- assurance of sub-recipient performance, including ARP reporting requirements set forth in this Agreement;
- anticipate what (if any) County policies may affect or impact this contract and to work to address such issues to ensure compliance and congruity with County policies
- serve as the primary point of contact with the Firm;
- approve submissions to ensure proper reporting of the Firm as an ARP funded sub-recipient in order to receive reimbursement funding;
- ensure the acceptability of the Firm's accomplishment of the scope of work in the contract agreement;
- assurance of certification and authentication responsibilities as the Disbursing Officer under RCW 42.24.080 in connection with payments made for work performed under the contract agreement to be coordinated through the County Financial Assistance Office;
- working out Firm performance and reimbursement payment schedules;
- causing or initiating changes or modifications to the contract agreement to be coordinated through the County Financial Assistance Office which may be subject to approval by the Board of County Commissioners; and,
- performance of all other contract administration responsibilities;

**TERMINATION:** The Agreement may be terminated in whole or in part under the following conditions:

1. by mutual written agreement;
2. by the County for breach by the Firm of any of the obligations or requirements set forth in the contract documents;
3. for convenience of the County; or
4. by the County for non-appropriation of funds.

Upon termination of the Contract the Firm will: 1) stop work on the date and to the extent specified; and 2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of funding under this Agreement; 6) safeguard any of the above referenced materials until surrendered and returned to the County; and 7) surrender and return any County owned and furnished equipment used in conjunction with the provision under this Agreement.

**TERMINATION WITHOUT CAUSE:** Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the Parties by providing written notice to the Firm. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives;

**LAWS, ORDINANCES, PERMITS, and LICENSES:** The Firm must comply with all County, State and Federal ordinances, laws and regulations including O.S.H.A - W.I.S.H.A., to the extent that they may have any bearing

under the terms of this Agreement. The Firm is solely responsible to secure and pay for any and all applicable permits, licenses or permissions necessary for legal operation. Those items requiring the County to obtain or assist will be at the sole expense of the Firm.

The Parties specifically agree to observe federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights to the extent that they may have any bearing provision of money or the performance of service(s) under the terms of this Agreement

**INSURANCE:** The consultant will be required to carry, for the duration of any contract resulting from this RFP, the insurance types and amounts as set forth in the Insurance Requirements Attachment E.

**COPYRIGHTS:** The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Government purposes:

1. The copyright in any work developed under a contract resulting from this RFP; and
2. Any rights of copyright to which the County or a Firm purchases ownership with funds received from any contract resulting from this RFP.

**DEBARRED OR SUSPENDED PARTY:** The County will not make any award or permit any award or contract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

In addition, the County will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

**SUBCONTRACTING:** It is understood that the Firm is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

**MAINTENANCE OF RECORDS:** The Firm will maintain, for at least six (6) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding contracted for herein. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by Firm until all litigation, claims, or audit findings involving the records have been resolved

**PRICE DETERMINATION:** The prospective Firm guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored programs.

**USE OF PROCESS:** The County reserves the right to utilize the request for proposal process, for any reason whatsoever, to contract for work regardless of project size, type or estimated fee value.

**LIMITATIONS:** This RFP does not commit Spokane County to award a contract. The County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Spokane County.

A resolution by the Spokane County Board of County Commissioners declaring a firm or firms as the most advantageous to be eligible to perform on call work referred to in this RFP will not constitute approval of a contract it will only represent approval of the firms most advantageous to be eligible.

Any contract awarded will be nonexclusive and if it be in the County's best interest it may award work to other firms. Any contracts resulting from this request for professional qualifications will be between the County and the Firm and may be canceled upon written notification by the County.

The production of any schematic design, master plan or any other work produced as part of a scope of work, will not be a guarantee that the firm preparing it will have the exclusive right to perform any or all work associated with them.

**EXPENSES:** This RFP does not commit the County to pay any costs incurred in the preparation of a response to this RFP or for interviews if they be held. All costs associated with a response to this RFP shall be borne solely by the responding Firm.

**INTERPRETATION:** Should any discrepancies or omissions be found in the RFP specifications, or doubt as to its meaning, Firm shall at once notify the American Rescue Plan (ARP) Portfolio & Program Manager in writing. The American Rescue Plan (ARP) Portfolio & Program Manager will send written instruction or addenda as required to all interested parties. The County shall not be responsible for oral interpretations. All Addenda issued shall be incorporated into the contract.

**REPRESENTATION:** In submitting its Proposal the Firm represents that it has read and understands the proposal documents, that it has visited the site and or is familiarized itself with the local conditions under which the work is to be performed, that by signature of this proposal it is deemed to have acknowledged all requirements and signed all certificates contained herein. No allowance will be made after proposals are received for oversight, omission, error, or mistake by proposer.

**AUDITS:** Firm understands and agrees that it shall allow access and review of any materials submitted for audit, audit reports, corrective action plans, and any other related reports or documents related thereto.

## **ATTACHMENT D - ARP/CSLFRF CFDA 21.027 FUNDING CONDITIONS**

American Rescue Plan (ARP)  
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)  
Funding Authority: U.S. Department of Treasury  
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane County for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.317 - 200.327:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Termination for cause and for convenience by Spokane County or the Contractor including the manner by which it will be affected and the basis for settlement;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditure that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which 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. Contractor must certify that it is not

presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane County and/or U.S. Treasury.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that 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 award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane County may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

## **CERTIFICATION**

\_\_\_\_\_  
Signature, Administrator, or Applicant Agency Date

\_\_\_\_\_  
Print name and title

## **ATTACHMENT E - INSURANCE REQUIREMENTS**

**INSURANCE:** The Firm shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance and bonding is provided to Spokane County of Spokane. The Firm's insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Firm and returned to the Spokane County. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed and the certificate shall reflect that Spokane County of Spokane is named as an additional insured on the Firm's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the Firm's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the Firm or County shall be excess and not contributory insurance to that provided by the Firm.

The Firm shall not commence work, nor shall the Firm allow any Firm to commence work on any subcontract until a Certificate of Insurance, meeting the requirements set forth herein, has been approved by Spokane County

Failure of the Firm to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at Spokane County's discretion.

Providing coverage in the above amounts shall not be construed to relieve the Firm from liability in excess of such amounts.

**REQUIRED COVERAGE:** The insurance shall provide the minimum coverage as set forth below, all coverage \$1,000,000.00 per occurrence with no deductible.

**GENERAL LIABILITY INSURANCE:** The Firm shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expense.

**ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other firm(s) specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Spokane County, Its Officers, Agents And Employees Are Named As An Additional Insured As Respects To Contract No. P6064."

**PROOF OF AUTOMOBILE INSURANCE:** The Firm shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$100,000/\$300,000 and property damage coverage of \$50,000 or \$300,000 combined single limit for any vehicle used in conjunction with the provision under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to Spokane County.

**WORKERS COMPENSATION:** If the company has employees, the Firm shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be the Firm's assurance that coverage is in effect.

**SUB-CONTRACTOR:** The Firm shall include any and all sub-contractors as insured under its policies or shall require separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Firm will furnish the County with evidence of the above coverages, in the form of a certificate of insurance with copies of all exclusions and deductibles applicable to the insurance policy as evidence of the above coverage, before work on the project shall proceed. The Firm agrees to provide the County at least a forty-five (45) day written notification prior to any cancellation or restrictive modification of the policies. Notice of cancellation of such coverage for nonpayment of premium shall be provided to the County at least forty-five (45) days in advance. Notice of cancellation for any other reason, or suspension, or of reduction of coverage limits below that required under this section shall be provided to the County at least forty-five (44) days in advance.

## ATTACHMENT F – SCOPE OF WORK

### US Treasury Final Rule for Category Broadband Other 5.21 & Eligible Uses for Broadband Other

The American Recue Plan (ARP) recognized the need for improved broadband infrastructure and faster speeds, especially to underserved households and businesses. The Department of the Treasury's Final Rule specifies that eligible projects must be “designed to deliver upon completion, service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps.” Communities are encouraged to invest in areas with less than 100 Mbps download speeds, but are able to invest in locations where broadband needs are identified.

Due to federal reporting requirements, the County will require applications to include the following, if applicable, for each project funding request:

- Speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering
- Technology to be deployed
- Miles of fiber
- Cost per mile
- Cost per passing
- Number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload
- Number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download
- Number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
- Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization
- Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download
- Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

In addition, recipients must require the service provider, if applicable for a broadband project funding request, that provides service to households to either:

- Participate in the FCC’s Affordable Connectivity Program (ACP)
- Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

The Final Rule allows the SLFRF to be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

Broadband Infrastructure projects will be treated as advancements to the applicant and will require the grantee to report on a quarterly basis the status of the project, including expenditures.

*Quotes obtained from the [Department of the Treasury's Final Rule](#)*

**The County seeks to award funds to projects as reimbursements only** for projects at “Make Ready” status to enhancement core components of broadband infrastructure service delivery expansion outside of assets where components reside (Examples include Right of Way trenches, Poles, other).

**Based on new [US Treasury Reporting and Compliance Guidelines released on June 10, 2022](#) the below must be include as required data elements in the project scope request:**

**Broadband projects (EC 5.19-5.21)** Collection includes new fields that are required beginning in July 2022 and October 2022 related to that will be required in the finalized contract agreement related to location by location information for broadband projects is required reporting :

- *Overall Project Information*
- *Detailed Project Information*
- *Location-by-Location Project Information*

The project request requires confirmation of project completion before December 31, 2026.

**ATTACHMENT G – BUDGET**

The total amount to be used in the evaluation criteria as it relates to the Spokane County ARP Requested funding level. The total cost shall include the cost of everything necessary to meet the requirements of the County as set forth in the RFP.

<b>Funding Source</b>	<b>Amount</b>
ARP Requests of Other Entities <PLEASE SPECIFY>	\$
Other Public Funds <PLEASE SPECIFY>	\$
Private Funding <PLEASE SPECIFY>	\$
Other <PLEASE SPECIFY>	\$
<b>Spokane County ARP Request *</b>	<b>\$</b>
<b>TOTAL</b>	<b>\$</b>

\* Funded components of the project related to assets for which broadband infrastructure resides (Examples include Right of Way trenches, Poles, other) are not the intended areas for funding.

## ATTACHMENT H – SAMPLE CONTRACT

A sample contract grant agreement is available on the [ARP Application Portal](#) under each Eligible Category Page.