



REQUEST FOR PROPOSAL

A Solicitation of Proposals for:

NAVAJO COUNTY
FIBER OPTIC NETWORK PROVIDER
CONTRACT # B21-11-030

Date of Release: December 8, 2021

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NAVAJO COUNTY
NOTICE OF REQUEST FOR PROPOSALS
FIBER OPTIC NETWORK PROVIDER,
RFP NO. B21-11-030

The Navajo County Board of Supervisors is seeking Public or Private parties interested in the use of a County-owned middle mile fiber-optic broadband system to expand affordable, reliable, and scalable broadband Internet to businesses, residences, and other entities. The network will allow for the expansion of economic development, distance education and telemedicine, smart government applications, digital divide solutions, and other advanced internet and IP based products and solutions. The County is seeking middle-mile users and operators as well as last-mile service providers interested in serving Navajo County's communities including government facilities, healthcare institutions, schools, residents, and businesses.

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 524-4100 OR MAY PICK UP A COPY OF THE PROPOSAL PACKAGE AT 100 W. PUBLIC WORKS DR., HOLBROOK, ARIZONA 86025 AT THE NAVAJO COUNTY PUBLIC WORKS DEPARTMENT, OR MAY DOWNLOAD THE PACKAGE AT: <http://www.navajocountyaz.gov/Departments/Finance/Procurement>.

Competitive sealed proposals for the specified material or service shall be received by the Navajo County Clerk of the Board of Supervisor's Office, 100 East Code Talker Drive, P.O. Box 668, Holbrook, Arizona 86025, until the time and date shown below. Proposals received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge receipt of addendums with the solicitation response may be grounds for deeming submittal non-responsive.

Proposals must be in the actual possession of the Navajo County Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late proposals shall not be considered. The official prevailing clock is located in the Navajo County Clerk of the Board of Supervisor's Office. Proposals shall be delivered to Navajo County at the place, time and date indicated below.

Proposals must be submitted in a sealed envelope. The **RFP number** and the **proposers name and address** should be clearly indicated **on the outside** of the envelope. Failure to clearly indicate RFP number, name and address on the outside of the proposal package or envelope may be cause for the proposal to be deemed invalid. All proposals must be completed in ink or typewritten. Questions must be in writing and addressed to the contact listed below.

| | |
|---|---|
| RFP NUMBER: | B21-11-030 |
| PROSPECTIVE RESPONDENT DEADLINE FOR QUESTIONS: | December 29, 2021 at 12:00 P.M. Local AZ Time |
| RFP DUE DATE: | January 10, 2022 at 3:00 P.M. Local AZ Time |
| PUBLIC OPENING DATE: | January 10, 2022 at 3:15 P.M. Local AZ Time |
| SUBMITTAL LOCATION: | Navajo County Board of Supervisors P.O. Box 668 (If mailing USPS—must mail to the PO Box) 100 East Code Talkers Drive Holbrook, Arizona 86025 |
| DIRECT WRITTEN QUESTIONS TO: | Jeanine Carruthers - (928) 524-4100 Jeanine.carruthers@navajocountyaz.gov |

The Holbrook Tribune:
12/8/21 & 12/15/21 - Publish Date(s)

I. BACKGROUND

Navajo County, located in the White Mountain region of Northern Arizona, has a total area of 9,960 square miles and approximately 108,000 residents. The County's area includes portions of the Navajo Nation, the Hopi Indian Reservation, and the White Mountain Apache Indian Reservation as well as natural landmarks such as Monument Valley and the Petrified Forest National Park.

Due its rural nature, Navajo County has struggled with an absence of reliable, affordable broadband internet options for many years. While some broadband assets do currently exist within the County, speed test results revealed that much of the County is not currently receiving broadband level services, defined by the Federal Communications Commission (FCC) as always-on high-speed internet connections with a minimum speed of 25/3 mbps. The current market lacks competition and customers experience frequent slowdowns and occasional outages due to lack of redundancy and aging infrastructure. Overall, outreach to the community has confirmed that there is significant need for better broadband connectivity throughout all areas of the County.

Recognizing the need for broadband to support economic development, telemedicine, remote work, online learning, public safety communications, and an array of other internet-enabled uses, the County commissioned the development of a Broadband Strategic Plan in early 2021. The draft plan is currently being finalized for adoption and includes recommendations for a County-owned middle-mile fiber-optic network to increase the availability of broadband.

The intent of the middle-mile fiber network in Navajo County is to enable additional investment in last-mile fiber by lowering the barriers to entry to Navajo County's communities. Navajo County intends to develop this publicly owned infrastructure in order to bring in wholesale broadband options to increase capacity, competition, and redundancy. The network will be available on an open-access basis by parties who are interested in serving Navajo County. The network will be capable of interconnecting with existing and planned fiber networks, including making connections with existing fiber in Holbrook that runs north to serve the Navajo Nation and Hopi Tribe. This is a crucial component of the County's plan as it provides additional capacity and redundancy for Tribal broadband projects.

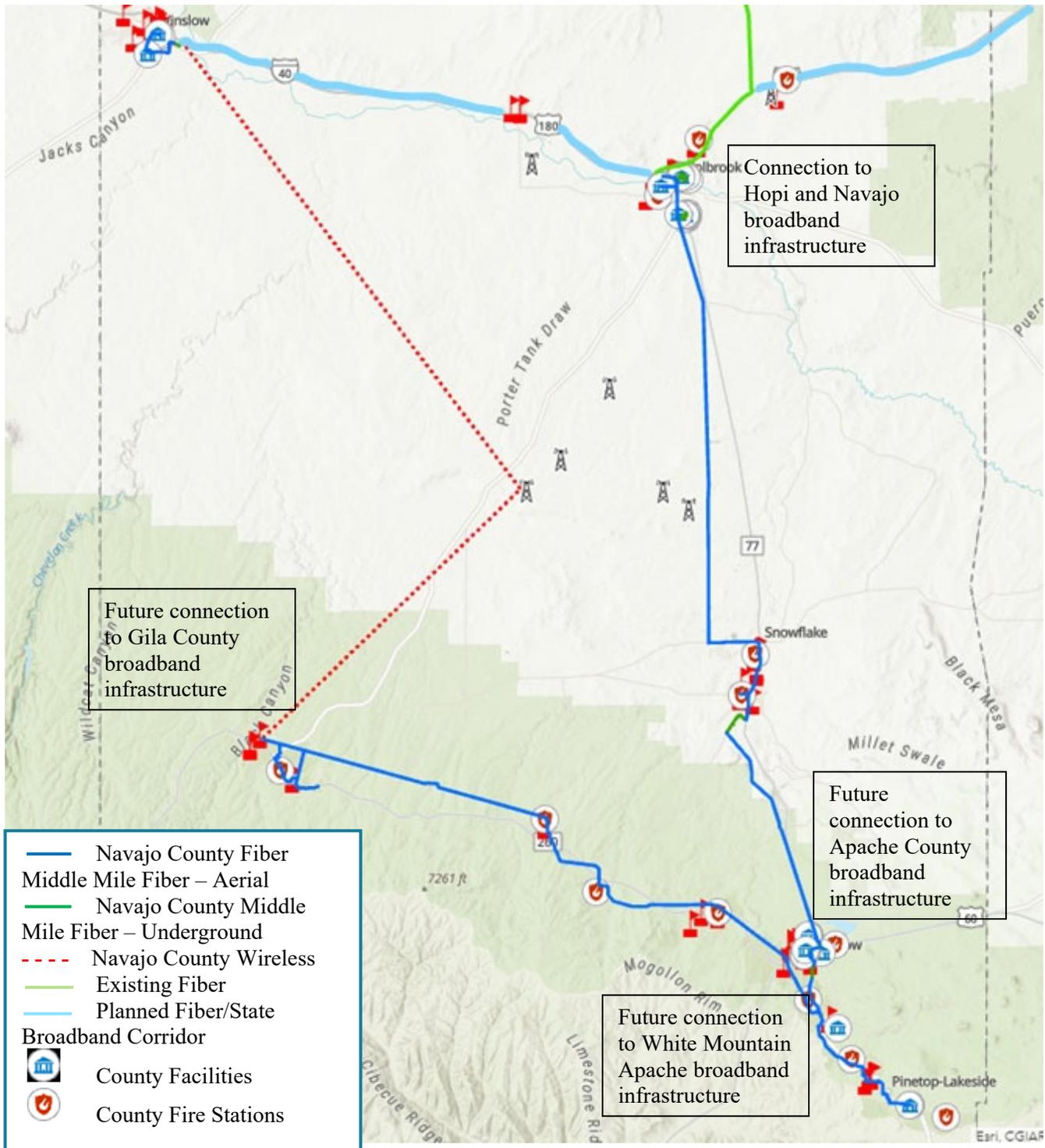
Objectives for the middle-mile fiber network include:

1. Connect County and municipal facilities throughout Navajo County to ensure continuity of operations
2. Connect healthcare institutions throughout the County as anchor tenants on the network
3. Passing along commercial corridors to provide opportunities to connect business users along the proposed routes
4. Opportunities to provide last-mile service in residential neighborhoods to improve available service offerings and increase competition in the broadband market
5. Creating redundancy within the County via a wireless connection
6. Future connections to existing and planned public and private fiber assets in neighboring Apache and Gila Counties, Tribal networks on the Navajo Nation, Hopi Reservation, and White Mountain Apache Reservation, and the State of Arizona's planned Interstate-40 Broadband Corridor to create regional redundancy and capacity that supports a variety of local broadband initiatives

The recommended routes for the Navajo County Fiber Network, shown below, include locations

along the Highway 77 corridor from Holbrook south to Pinetop-Lakeside and along Highway 260 from Show Low west to Heber-Overgaard. A wireless connection is designed between Heber-Overgaard and Winslow to create a redundant ring within the southern part of the County.

Figure 1. Proposed Navajo County Middle Mile Broadband Network



Portions of this design may be adjusted, including potential undergrounding of some proposed aerial routes.

The proposed network will pass many of Navajo County's public agencies and community anchor institutions including:

- All Navajo County facilities
- Timber Mesa Fire & Medical District Station 13
- Timber Mesa Fire & Medical District Station 14
- Timber Mesa Fire & Medical District Station 17
- Clay Springs Pinedale Volunteer Fire Department
- Heber-Overgaard Fire District
- Taylor-Snowflake Fire District
- Summit Health and County Health locations
- Public Safety Agency locations
- Schools including Northland Pioneer College

To fund the network build, Navajo County is pursuing many grant opportunities, including the State of Arizona's Broadband Development Grant (for more information about this grant, visit <https://www.azcommerce.com/broadband/>) and Federal grant programs through various agencies including USDA and NTIA. The County may also have funds to contribute to the construction of the network.

This RFP is intended to identify parties that are interested in participating in the deployment and use of the middle mile network to enable last mile service delivery including partnering with the County to pursue grant funding opportunities in alignment with the vision of the Broadband Strategic Plan.

Goals of this RFP include:

1. Identify parties interested in the use of middle-mile broadband infrastructure in Navajo County to enhance the availability of affordable, reliable high-speed internet services
2. Select service provider partners for pursuing grant opportunities for broadband funding through the State of Arizona Broadband Development Grant and other Federal funding sources for middle-mile and last-mile deployments
3. Identify service providers interested in entering into agreements for the marketing, operations and maintenance of the middle-mile network
4. Solicit information from service providers interested in investing in the proposed middle-mile network and/or related last-mile networks

II. SCOPE OF WORK

The Navajo County Board of Supervisors is seeking public or private parties interested in the use of the Navajo County middle mile fiber-optic broadband system to expand affordable, reliable, and scalable broadband internet to public agencies, businesses, residences, and other entities. The County is seeking middle-mile users and operators as well as last-mile service providers interested in serving Navajo County's communities including government facilities, healthcare institutions, schools, residents, and businesses.

The selected respondents will partner with the County to pursue grant funding opportunities for deploying new broadband infrastructure over the next several years. Respondents should state their ability and willingness to contribute to these efforts, including contributing financial and other resources.

The County requests proposals from respondents interested in one of more of the following opportunities:

Middle Mile Fiber Optic Network

Navajo County's Middle Mile Fiber Optic Network will be an open-access system open to multiple users on a non-exclusive, non-discriminatory basis. Navajo County intends to hold the role of infrastructure owner only, entering agreements with third parties for the use of dark fiber. While the preference is Navajo County to own the assets, the County is open to all business model options including those in which a third party owns all or portions of the network. Respondents should identify their interest in the following opportunities related to the Navajo County Middle Mile Fiber Network:

- Construction or joint build of all or portions of the proposed network
- Agreements for maintaining middle mile fiber network assets
- Agreements for operating middle mile fiber network assets
- Brokering agreements between Navajo County and third parties for last-mile delivery of services

Respondents should note any proposed changes to the proposed Navajo County Middle Mile Fiber Optic Network Design, bearing in mind the objectives of the middle mile network infrastructure as stated on Page 4 of this proposal.

Respondents should also state their proposed business model for the use of middle mile fiber including:

1. Proposed compensation for use of County middle mile fiber
2. Proposed estimated lease rates for dark and lit fiber (if applicable) to third parties
3. Ownership structure
4. Operational structure
5. Relationships with third parties including internet service providers
6. Proposed financial contribution including matching grant funds

Last Mile Services

The primary goal of the Navajo County middle mile fiber network is to encourage increased offerings for last-mile broadband services to residents and businesses across Navajo County. The County requests last mile service proposals for providing high-speed broadband services to residents and businesses, with speed tiers of at least 100 Mbps, 200 Mbps, 1 Gbps, and up to 10 Gbps. Last mile services delivered via fiber are preferred, but other technologies can be proposed if they meet the minimum speed requirements. Respondents should identify their interest in the following opportunities related to providing last mile services:

- Providing internet service to anchor institutions including all Navajo County facilities, town and city halls, and healthcare institutions
- Building new last-mile infrastructure to serve residents and businesses
- Providing affordable, reliable broadband services to residents and businesses

Respondents may choose to offer last-mile services to only a portion of the proposed area as shown in the network design and should state their requirements for the use of the Navajo County Middle Mile Fiber Network in order to serve these locations. Selected respondents will work alongside the County on pursuing funding opportunities to offset the cost of network asset deployment to lower the cost of delivering services.

Respondents should also state their proposed service location(s) and business model including:

1. Proposed construction of new broadband assets including estimated timeline and

cost

2. Proposed technology for delivery of service
3. Service rate tiers with costs for business and residential service
4. Estimated number of businesses and residents served
5. Proposed financial contribution including matching grant funds
6. Services to government facilities along middle-mile route

III. REQUIREMENTS

For Respondents interested in Middle Mile Fiber Assets:

1. Minimum of two (2) years of operational and maintenance experience with middle-mile fiber network assets
2. Proven ability to operate middle mile fiber on an open-access, non-exclusive, non-discriminatory basis
3. Ability to attract and enter into lease agreements with third party Internet Service Providers (ISPs)
4. Ability to provide competitive lease rates for the use of middle mile fiber
5. Proof of registration in the Federal System for Award Management (www.sam.gov) with no negative findings
6. Valid DUNS number (<https://www.dnb.com/duns-number/get-a-duns.html>)
7. Meet eligibility requirements for Federal broadband grant programs through USDA, NTIA, and other agencies

For Respondents interested in Last Mile Service:

1. Proven performance of all the typical responsibilities of an Internet Service Provider (ISP) including customer attraction and marketing, retention, 24/7 technical support, as well as the ability to participate/coordinate and/or perform direct troubleshooting, network configuration, and billing of customer's high-speed Internet service.
2. Competitive rates for various tiers of symmetrical, high-speed Internet service, beginning at 100 Mbps, 200 Mbps, 1 Gbps, and up to 10 Gbps, as well as any proposed value-added services. Service rates must be lower than or substantially equal to urban areas, as required in the Arizona Broadband Development Grant.
3. Ability to provide service within 24 months of this RFP
4. Participate in federal programs that provide low-income consumers with subsidies on broadband internet access services.
5. Proof of registration in the Federal System for Award Management (www.sam.gov) with no negative findings.
6. Valid DUNS number (<https://www.dnb.com/duns-number/get-a-duns.html>)
7. Meet eligibility requirements for Federal broadband grant programs through USDA, NTIA, and other agencies

Proposal Checklist for All Respondents:

A. Cover Letter / Letter of Interest (LOI) on company letterhead including:

1. Short company introduction highlighting experience, track record, qualifications, introductory comments, plus any intention to use any third-party/subcontractors
2. Why the respondent is interested in a partnership with the County to achieve RFP goals.
3. Clearly enumerate the RFP goal(s) your proposal seeks to address.
4. Clearly indicate if respondent is willing and capable to operate and provide services to customers at affordable rates.

5. If additional or alternative business models that differ from the County's primary goals are proposed, they must be clearly stated here.

B. Table of Contents: Must clearly identify each section in the order listed below and contain the content of each section as described below.

C. Background of the Proposed Partner(s): Provide an overview of the respondent's organization, services, and capabilities.

1. Provide details on your company's (or its shareholders') knowledge, years of experience, and operations within the broadband telecommunications industry and, if applicable, infrastructure development in the region.

2. Provide details/biographies on key expertise/key personnel that qualifies you to be considered for this RFP.

3. List any license, registrations, or certifications as required by law to perform the scope of services in this RFP.

4. Provide an overview of your products and services, operations, total subscriber count, type of services (business/residential), local presence in Northern Arizona (if applicable), and other markets served.

5. Describe your existing network, routes, and locations of any points of presence, NOC's, peering exchanges, or colocations.

6. List any similar arrangements you have entered with counties, municipalities, electric utilities, or other public-private partnerships.

7. Please include any installation, sub-contractors, partners, or service contractors in the region that may have been used in the past that may be utilized again for this project.

8. A copy of your company's organizational chart and employee count, highlighting the count of customer service/billing reps vs. technical support reps.

9. A project organizational chart that describes the proposed relationship and key roles between the respondent and the County. Identify any proposed local personnel.

10. A copy of your company's marketing plan and literature on customer service plans.

11. A copy of your typical Customer Services Agreement.

12. Where applicable, include a copy of your company's typical response times and SLA's for upgrades, outages, deployment of end user equipment and services, emergency response, after hours work, scheduling, periodic maintenance and other services necessary to deploy, operate and maintain the network

13. State your organization's ability to operate, maintain and provide local 24x7 support to customers and the County.

D. Financial Health: Please include a statement of your firm's financial health. Please state if you have any recent dispute or legal action that might impact your ability to perform.

E. Description of your Proposal and Partnership Arrangement: If alternative or multiple proposals are being offered, please include this section for each one. Provide the details below on the favored terms and conditions that would impact the decision to provide services or develop a partnership for use of the County's middle mile fiber optic network:

1. Type of proposed business arrangement or model, including interest in middle- or last-mile assets, favored terms and structure of agreement, ownership and operational structure, estimated lease rates, level of customer and technical support to end users, expected turnaround times for new service, outage repairs, and upgrade requests.

2. Clearly indicate which proposed area(s) your proposal will address.

3. Define any requirements or commitments that the respondent would need from the County to ensure a successful agreement or partnership.

4. Proposed timeline to be in a position to offer services, if applicable

5. For last mile service proposals, provide proposed pricing for tiered service offerings, minimally of 100 Mbps, 200 Mbps, 1 Gbps, and up to 10 Gbps. Symmetrical as well as best

effort service pricing is requested. Please describe additional value-added services and pricing you can provide.

6. Technical requirements for proposed business model, including but not limited to:
 - a. Required backhaul, transport, and capacity required from the County or others
 - b. Map/description of preferred fiber routes and locations
 - c. Preference for dedicated versus shared fiber, conduit, innerduct and/or access/pull boxes.
 - d. Requirement for capacity (strand count, conduit or innerduct size) along all or only a portion of route segments.
 - e. List of any other technical needs or requirements.
7. Additional construction or expansion of the proposed infrastructure.
8. Considerations for connectivity to internet points of presence including dual or singular route, providing ISP services to the County and/or municipal agencies, and/or supporting connectivity for IoT devices.
9. Considerations for permitting fees or expediting permitting processes.
10. Define how proposal will comply with local, state, and federal regulatory requirements.
11. Provide potential conflicts of interest disclosure that is a direct or indirect financial investor, partner, employee, or member of any corporation, partnership, or other legal entity making or participating in this proposal.
12. Additional details, preferred arrangements, or creative business models.
13. Clearly outline any limitations or oppositions in your ability to meet any requirements detailed in the RFP.

F. Response Matrix: Please complete a Response Matrix (Appendix A). If alternative or multiple proposals are being offered, please include this section for each one.

G. If new construction is being proposed, PDF Schematics of the Proposed Routes. This information should include:

1. Description of phasing (including timeline), materials, and recommended construction method(s) (aerial vs underground) for installation
2. Description of your strategy, materials, and recommended construction method(s) for installation of service drops on private property to connect customers (if applicable)
3. Description of strategy to provide support to Tribal networks and to interconnect with other networks in the region for redundancy and resilience
4. Expertise/experience in construction of similar networks (if applicable)
5. Map of preferred fiber routes, locations, and/or pole assets (if applicable)
6. Estimated cost of new construction
7. Number of businesses, residents, and anchor institutions served by the proposed design
8. Other pertinent info as determined by respondent

H. Third-Party / Subcontractors: If the Respondent intends to subcontract, please provide a detailed list of any sub-contractors, partners, or third-party vendors who will be involved in the implementation of the proposed services including but not limited to;

1. Description of the Respondent's experience with each of the proposed subcontractors,
2. Three (3) customer references for each subcontractor to include references names and contact info for products and services similar to those described in this RFP,
3. Describe the specific role of each.

I. References: Provide a minimum of three (3) references of existing partners, municipalities, or constituents served in a similar fashion as described in this RFP. Provide three (3) industry references that demonstrate your ability to successfully plan, implement, and deploy broadband networks, products, and services using innovative public and/or private environments. All references must be for work performed in the past five (5) years

J. Cost Arrangement: All details of the financial relationship with the County that is being proposed

by the Respondent must be included. These details must include at least all of the following:

1. Proposed compensation and financial arrangement details with the County, which might include any proposed lease rate offers, revenue sharing, fees, construction costs, in-kind, and other considerations, as well as length of contract term & proposed renewals.
2. Financial commitments from the respondent
3. Financial requirements or commitments that the respondent would need from the County or other third parties
4. Any contractual concerns.

IV. **INSTRUCTIONS TO OFFERORS**

- A. **PROPOSAL FORMAT: One Original and two copies (three total) and one pdf of the complete proposal on a USB flash drive** should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and should be unbound and single-sided. The material should be in sequence and related to the RFP. **The sections of the submittal should be clearly identifiable and shall include all items identified on the Proposal Checklist.** The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may be reason for a proposal to be deemed non-responsive and not considered.
- B. **PREPARATION OF PROPOSALS:**
1. All proposals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
 2. The **offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.** Proposal will be deemed non-responsive and rejected if offer page is not signed.
 3. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
 4. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 5. Periods of time, stated as a number of days, shall be in calendar days.
 6. It is the responsibility of all Offerors to examine the entire Request for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
- C. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit their Proposal to the Clerk of the Board of Supervisor's Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposals page. The Offeror's proposal shall be presented in a sealed envelope. The **words "SEALED PROPOSAL" with SERVICE DESCRIPTION, RFP NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.**
- D. **OFFER AND ACCEPTANCE PERIOD:** An Offeror submitting an Offer under this Solicitation shall hold its Offer open for ninety (90) days. If a Best and Final Offer is

requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final Offer due date.

- E. **INQUIRIES:** Any request for explanation of the meaning or interpretations of the contract shall be submitted no later than **12:00 p.m. M.S.T., Wednesday, December 29, 2021** to allow a reply to reach all bidders before submission of their Proposal. If the Department determines interpretations or explanations are warranted, the response will be issued as an addendum to the Proposal Form and will be posted on the County website by end of day on **Thursday, December 30, 2021**. Written request(s) shall be directed to the contact identified in the "Request for Proposal Notice." Navajo County takes no responsibility for informing recipients of changes to the original solicitation documents. Addendums can be obtained by calling (928) 524-4100 or checking the County website at:
<http://www.navajocountyaz.gov/Departments/Finance/Procurement>.
- F. **REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.
- G. **SHORTLIST:** The County reserves the right to shortlist the offerors on all of the stated criteria. However, the County may determine that short-listing is not necessary.
- H. **INTERVIEWS:** The County reserves the right to conduct interviews with all or some of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.
- I. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposals, the County reserves the right to:
1. Waive any immaterial defect or informality; or
 2. May make multiple awards
 3. Reject any or all proposals, or portions thereof; or
 4. Reissue the Request for Proposals.

A response to any Request for Proposals is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposals. Proposals do not become contracts unless and until they are executed by an authorized agent of the County. The Contract Documents comprise of the contract and all documentation provided in this RFP. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposals, unless any of the terms and conditions are modified by a Request for Proposals addendum, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

- J. **AGREEMENT ASSIGNABILITY:** Without the prior written consent of the County, the Agreement is not assignable by Vendor either in whole or in part.

- K. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
- L. LATE PROPOSALS: Late proposals shall not be considered.
- M. WITHDRAWAL OF PROPOSAL: At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.
- N. REQUEST FOR PROPOSALS ADDENDUMS: : Addendums may be obtained during regular business hours by contacting the contact listed in the Request for Proposal Notice or may check the County website at: <http://www.navajocountyaz.gov/Departments/Finance/Procurement>. It is the Vendor's responsibility to obtain a copy of any addendums relevant to this solicitation. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge receipt of addendums with the proposal response may be grounds for deeming submittal non-responsive.
- O. CONFIDENTIAL INFORMATION: If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.
- P. SUBCONTRACTORS: Offeror must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.
- Q. MULTIPLE AWARDS: To provide adequate contract coverage, multiple awards may be made.
- R. UNIT PRICE PREVAILS: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- S. TAXES: Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
- T. DISQUALIFICATION: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

- U. UPON NOTICE OF INTENT TO AWARD: The apparent successful Offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.
- V. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposals is an offer to contract with the County based upon the contract provisions contained in the County's Request for Proposals, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposals cannot be modified without the express written approval of the Procurement Manager or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Manager or his/her designee, the contract provisions contained in the County's Request for Proposals shall prevail.
- W. PROPOSAL RESULTS: Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Office and will be available for review after contract award.
- X. PAYMENT: Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days.

V. PROPOSAL EVALUATION REQUIREMENTS

The following proposal evaluation criteria shall be used when evaluating proposal submittals received. The criteria is listed in order of importance.

- Ability to participate in pursuing grant funding – 10 points
- Proposed partnership arrangement including contribution of funds, assets, and resources – 30 points
- Proposed business model – 40 points
- Experience as a network operator and/or internet service provider – 10 points
- Local resources – 10 points

VI. SPECIAL TERMS AND CONDITIONS

A. INSURANCE

The Vendor Agrees to:

At Vendor's own expense, obtain stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. Rating of B++6 for insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force for vendor and sub-vendors who will be working on Navajo County property. The Vendor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the work.

All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage in any policy. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.

The Vendor shall furnish the County with certificates of insurance which name the County as additional insured in an amount as required in this contract.

Provide and maintain minimum insurance coverage as follows:

- Commercial General Liability. **VENDOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
 - The policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.
 - The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **VENDOR'S** operations and products.
- Automobile Liability. **VENDOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **VENDOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- Workers' Compensation. **VENDOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **VENDOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

- **VENDOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **VENDOR** pursuant to this agreement.
 - In case any work is subcontracted, **VENDOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **VENDOR**.
 - Certificates of Insurance.
 - Prior to commencing work or services under this Contract, Vendor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours' notice. **BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**
 - In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **VENDOR'S** work or services and as evidenced by annual Certificates of Insurance.
 - If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.
 - Cancellation and Expiration Notice.
 - Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
- B. **CONTRACT TERM:** The contract term will be ten (10) years with the option to renew up to (2) additional 5
- C. -year terms upon mutual agreement from both parties. A contract extension should be executed within thirty (30) days of original contract term.
- D. **KEY PERSONNEL:** Vendor shall provide list of any other key personnel and their function providing services under this contract.
- E. **ELIGIBILITY FOR COOPERATIVE PURCHASING:** The Offeror shall indicate on the **ELIGIBILITY FOR COOPERATIVE PURCHASING** page whether other public agencies may purchase off of the contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may purchase off of the contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

- F. **TAX:** No tax shall be levied against labor. It is the responsibility of the Vendor to determine any and all taxes and include the same in proposal price.
- G. **DELIVERY:** It shall be the Vendor's responsibility to meet the proposed delivery requirements. Navajo County reserves the right to obtain services on the open market in the event the Vendor fails to make delivery and any price differential will be charged against the Vendor.
- H. **HB 2151 – IRAN INVESTMENTS A.R.S § 35-393:** Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Iran and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Iran.
- I. **HB 2151 – SUDAN INVESTMENTS AND BUSINESS OPERATIONS A.R.S § 35-391:** Prohibits the State and its political subdivisions from purchasing (goods or services) from a company with scrutinized business operations in Sudan and requires a Vendor to certify that the Vendor does not have scrutinized Business Operations in Sudan.
- J. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT:**
1. The Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the vendor may be subject to penalties up to and including termination of the contract.
 3. Failure to comply with a State audit process to randomly verify the employment records of vendors and subcontractors shall be deemed a material breach of the contract and the Vendor may be subject to penalties up to and including termination of the contract.
 4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the vendor or subcontractors is complying with the warranty under paragraph a.
- K. **PAYMENT AND PERFORMANCE BONDS:** For any Construction Contract exceeding Fifty Thousand Dollars (\$50,000.00), the Contractor shall submit to Navajo County, at the same time as execution of the Contract, the following fully signed and notarized bonds, in a form acceptable to the County, which shall become binding upon the approval of the Contract by the Board of Supervisors pursuant to ARS §34-608 and ARS §41-2574:
1. Performance Bond in a form acceptable to Navajo County and in an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of Navajo County.
 2. A Payment Bond in a form acceptable to Navajo County and in amount equal to the full Contract amount solely for the protection of claimants supplying labor or

materials to the Contractor or his Subcontractors in the prosecution of the Work provided for in such Contract.

Such Bonds shall be conditioned upon the faithful performance of the Contract and the payment of all labor, materials and supplies furnished therefore and the payment of all workman's compensation, occupational disease and unemployment compensation premiums.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of the judgment such reasonable attorney's fees as may be fixed by a judge of the court and all other provisions required by ARS § 34-222.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be payable and acceptable to Navajo County. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. In addition, said company or companies shall be rated B++6 or better as required by Navajo County, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

L. TERM OF CONTRACT:

1. **Initial Term:** The term of any resultant contract shall commence on the date the offer was accepted by the Board of Supervisors and shall continue for a period of 10 years thereafter, unless terminated, canceled or extended as otherwise provided herein as provided for in A.R.S. 31 § 121.
2. **Contract Extension:** Upon mutual agreement, this contract may be renewed up to (2) additional five-year terms or portions thereof.
3. **Modifications to Contract:** In the event that the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.

M. RATE ADJUSTMENTS:

1. The County will review fully documented requests for rate adjustment after services have been provided for a one (1) year period. Indices to be used to support rate adjustment requests shall include U.S. Department of Labor, Bureau of Labor Statistics Indices entitled: CPI for All Urban Consumers and PPI Finished Goods – Food (unadjusted). Any rate adjustment will only be made at the time of contract renewal or extension and will be a factor in the extension review process and **must be fully justified in writing**.
2. The County will determine whether the requested rate adjustment or an alternate option, is in the best interest of the County. Any rate adjustment will be effective upon the effective date of the contract extension or renewal and shall remain in effect during the extension or renewal.

VII. STANDARD TERMS AND CONDITIONS

1. CERTIFICATION: By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
 - C. The Proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - D. The Proposer submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the proposer to the contract.

2. TERMINATION OF CONTRACT: This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

In the opinion of the County, Vendor provides personnel that do not meet the requirements of the contract;

In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, Vendor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality;

Vendor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

3. RECORDS: Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and

places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

4. ARBITRATION: It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Vendor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
5. INDEPENDENT VENDOR: It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Vendor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

Navajo County will not provide any insurance coverage to the Vendor, including Workers' Compensation coverage. The Vendor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Vendor should make arrangements to directly pay such expenses, if any.

6. EQUAL EMPLOYMENT OPPORTUNITY: The following Equal Opportunity Clause set forth in Section 202; Executive Order No. 11246 shall be made a part of this Contract.

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, or disability. Such action shall include, but not be limited to the following: 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or in behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, or disability.
- C. The Contractor will send to each labor union or representatives of workers, with which he has a collective bargaining agreement or other contract or

understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, and regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such 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 in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other actions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The Contractor will include the provisions of Paragraph a. through g. 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 No. 11246 of September 24, 1965 so that such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter such litigation to protect the interests of the United States.
7. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.
8. **PATENT INFRINGEMENT:** The procuring agency should advise the Vendor of any impending patent suit and provide all information available. The Vendor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Vendor shall, at its own

expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

9. AMERICANS WITH DISABILITIES ACT: The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
10. CONFIDENTIALITY OF RECORDS: The Vendor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
11. GRATUITIES: The County may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.
12. APPLICABLE LAW: This contract shall be governed by, and the County and Vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in federal or state courts in the State of Arizona.
13. CONTRACT: The contract shall be based upon the Request for Proposals issued by the County and the offer submitted by the Vendor in response to the Request for Proposals. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposals. The County reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
14. LEGAL REMEDIES: All claims and controversies shall be subject to the Navajo County Procurement Code.
15. CONTRACT AMENDMENTS: This contract shall be modified only by a written contract amendment signed by the County's Procurement Manager and persons duly authorized

to enter into contracts on behalf of the Vendor.

16. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
17. SEVERABILITY: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.
18. PROTECTION OF GOVERNMENT BUILDINGS: The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Vendor fails to do so and damages such buildings, equipment and vegetation, the Vendor shall replace or repair the damage at no expense to the County, as directed by the Procurement Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor shall be liable for the cost thereof, which may be deducted from the contract price.
19. INTERPRETATION - PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
20. ASSIGNMENT - DELEGATION: No right or interest in this contract shall be assigned by the Vendor without prior written permission of the County, and no delegation of any duty of Vendor shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
21. SUBCONTRACTS: No subcontract shall be entered into by the Vendor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Vendor referred to herein. The Vendor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
22. RIGHTS AND REMEDIES: No provision in this document or in the Vendor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing

or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

23. **PROTESTS**: A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Request for Proposals shall be received at the Procurement Office before the Request for Proposals opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
- A. The name, address, and telephone number of the protestor;
 - B. The signature of the protestor or its representative;
 - C. Identification of the Request for Proposals or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
24. **WARRANTIES**: Vendor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Vendor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
25. **INDEMNIFICATION**: To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, expert witness fees, the cost of appellate proceedings, and alternative dispute resolution costs), relating to, arising out of or resulting from Vendor's work or services. Vendor's duty to defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property, including loss of use or diminution in value, resulting from, caused in whole or in part by any act or omission of Vendor, anyone Vendor directly or indirectly employs or anyone for whose acts Vendor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Navajo County.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

26. **OVERCHARGES BY ANTITRUST VIOLATIONS**: The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.

27. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.
28. ADVERTISING: Vendor shall not advertise or publish information concerning this contract without prior written consent of the County.
29. RIGHT TO INSPECT: The County may, at reasonable times, and at the County's expense, inspect the place of a Vendor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
30. FORCE MAJEURE:
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
31. INSPECTION: All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Noncompliance shall conform to the cancellation clause set forth in this document.
32. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Vendor or any other person except with prior written permission by the County.
33. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
34. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully

conform, this shall conform to the cancellation clause set forth within this document.

35. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Vendor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
36. LIENS: All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Vendor until payment in full is made by the County. Upon request of the County, the Vendor shall provide a formal release of all liens.
37. LICENSES: Vendor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract.
38. COST OF PROPOSAL PREPARATION: The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
39. PUBLIC RECORD: All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
40. SUBSEQUENT EMPLOYMENT: The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a vendor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Procurement Manager is received by the parties to this contract, unless the notice specifies a later time.
41. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the County may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

Bidder: A qualified firm submitting the bid.

County or Owner: Navajo County, Arizona

Contract: The legal agreement executed between Navajo County, Arizona and the Vendor/Contractor.

Contract Representative: The County employee or employees who have specifically been designated to act as a contact person or persons to the Vendor, and responsible for monitoring and overseeing the Vendor's performance under this contract.

Procurement Manager: The contracting agent for Navajo County.

Vendor/Contractor: The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by Navajo County.

42. SUSPENSION OR DEBARMENT CERTIFICATION

By signing the Offer section of the Offer and Acceptance page, the Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract. The state also may exercise any other remedy available by law.

43. CLEAN UP

The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the County. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

VIII. CONTRACT PROVISIONS FOR FEDERALLY FUNDED PROJECTS

- A. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). All prime construction contracts in excess of \$2,000 must be in 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, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are 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 are required to pay wages not less than once a week. **Appendix B** is a copy of the current prevailing wage determination issued by the Department of Labor. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The County will report all suspected or reported violations to the Federal awarding agency.
- B. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "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 County will report all suspected or reported violations to the Federal awarding agency.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all federally funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required **Appendix C**. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

IX. PROPOSAL CHECKLIST

REQUIRED DOCUMENTS

COMPLETED/EXECUTED

One Original and two copies (three total) and one pdf of the complete proposal on a USB flash drive

Response to Proposal Evaluation Requirements (Section III – pages 8 – 11)

Proposal Checklist (Page 29)

Certification Regarding Debarment, Suspension And Other Responsibility Matters (Page 30)

Eligibility for Cooperative Purchasing (Page 32)

Offer Form (Page 33)

References (Page 34)

W-9 (Please attach a copy of your firms W-9)

Appendix A – Response Matrix (Page 35)

Appendix C – Byrd Anti-Lobbying Certification (Page 44)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS:

| | #1 | #2 | #3 | #4 | #5 |
|-----------|-------|-------|-------|-------|-------|
| Initials/ | | | | | |
| Date | _____ | _____ | _____ | _____ | _____ |

Signed and dated this _____ day of _____, 20_____

Business Name

Phone

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for 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; 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;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

Date

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

SBA Form 1623 (10-88)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.

ELIGIBILITY FOR COOPERATIVE PURCHASING

The Offeror shall indicate on this page whether other public agencies may participate in this contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may participate in this contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

_____ YES – Eligible for cooperative purchasing

_____ NO – Not eligible for cooperative purchasing

NOTICE IS HEREBY GIVEN that all proposal documents shall be completed and/or executed and submitted with the proposal. If Vendor fails to complete and/or execute any portion of the proposal documents, this proposal will be determined to be "nonresponsive" and rejected.

OFFER FORM

TO NAVAJO COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addendums in the Request for Proposals.

In accordance with A.R.S. § 35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S § 35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Phone: _____

City State Zip

Fax: _____

Signature of Person Authorized to Sign

E-mail: _____

Printed Name

Title

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in RFP# B21-11-030 including all terms, conditions, specifications, addendums, etc., and the Vendor's Offer as accepted by Navajo County.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a written notice to proceed or Purchase Order.

Awarded this ____ day of _____ 20 ____

AUTHORIZED SIGNATURE

VENDOR REFERENCES

FIRM SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

APPENDIX A – RESPONSE MATRIX

Response Matrices

Respondents should complete the appropriate matrix for the business model being proposed. If multiple options are being proposed, all corresponding matrices should be included.

| For Respondents Proposing to Lease County-Owned Dark Fiber | |
|---|--|
| Location of Assets of Interest | |
| Strand Count | |
| Proposed Compensation for Assets | |
| Terms of Agreement | |
| Requirements from the County | |
| Benefits to the County | |

| For Respondents Proposing to Operate Middle Mile Fiber | |
|--|--|
| Location of Assets of Interest | |
| Proposed Business Model including Respondent's Role in Operating and Maintaining Assets | |

| | |
|--|--|
| Ownership of Middle Mile Assets | |
| Proposed Cost Sharing Agreements | |
| Terms of Agreement | |
| Cost to connect County, municipal, and public safety facilities | |
| Price Structure for Leasing Fiber to Third Parties | |
| Approach for Marketing the Network to Third Parties | |
| Requirements from the County | |
| Existing Relationships with Last Mile Providers | |
| Benefits to the County | |

| | |
|--|--|
| For Respondents Proposing to Deliver Last-Mile Retail Service | |
| Description of Network Marketing, Operations, and Maintenance Approach including 24x7 Support | |

| | |
|---|--|
| Service Area(s) of Interest | |
| Tiered Services Offered | |
| Rate Structure | |
| Proposed Technology | |
| Existing Private Assets Used | |
| Construction Methodology (underground or aerial, boring, trenching, etc) | |
| Construction Timeline, by Phase, including Pilot Areas | |
| Cost of Construction | |
| Proposed Investment from Respondent | |
| Number of Residents Served | |
| Number of Businesses Served | |

| | |
|---|--|
| Number of Anchor Institutions Served (Medical facilities, schools, or libraries) | |
| Cost to Provide Services to County, municipal, and public safety facilities | |
| Contributions Required from the County including fiber assets, capital, or waived fees | |
| Additional Community Benefits/Value-Added Services | |

APPENDIX B - WAGE DETERMINATION

*General Decision Number: AZ20210015 09/10/2021

Superseded General Decision Number: AZ20200015

State: Arizona

Construction Type: Heavy

County: Navajo County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/01/2021 |
| 1 | 02/26/2021 |
| 2 | 07/23/2021 |
| 3 | 08/06/2021 |
| 4 | 09/10/2021 |

* BOIL0627-004 01/01/2021

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 36.07 | 30.59 |

ELEC0518-007 02/01/2021

(South and East of boundary beginning at a point where Clear Creek crosses the Coconino-Navajo County Line, extending North-easterly along Clear Creek and North-easterly to Cottonwood Wash, along Cottonwood Wash North-easterly to intersection with Navajo Reservation, East along Navajo Reservation Boundary line to intersection with Navajo/Apache County lines)

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|----------------------------------|----------|---------|
| ELECTRICIAN..... | \$ 29.60 | 12.15 |
| ----- | | |
| ELEC0640-008 07/01/2021 | | |
| (Remaining Part) | | |
| | Rates | Fringes |
| ELECTRICIAN..... | \$ 32.00 | 12.41 |
| ----- | | |
| IRON0433-001 01/01/2014 | | |
| | Rates | Fringes |
| IRONWORKER, STRUCTURAL..... | \$ 33.50 | 26.80 |
| ----- | | |
| LAB01184-011 06/01/2021 | | |
| | Rates | Fringes |
| LABORER | | |
| GROUP 4 | | |
| Jackhammer..... | \$ 25.40 | 6.27 |
| ----- | | |
| SUAZ2012-003 05/17/2012 | | |
| | Rates | Fringes |
| LABORER: Common or General..... | \$ 14.59 | 0.00 |
| LABORER: Pipelayer..... | \$ 20.00 | 0.00 |
| OPERATOR: Loader (Front End).... | \$ 20.23 | 6.31 |
| OPERATOR: | | |
| Backhoe/Excavator/Trackhoe..... | \$ 22.70 | 0.00 |
| TRUCKDRIVER..... | \$ 21.00 | 0.00 |
| ----- | | |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

APPENDIX C

BYRD ANTI-LOBBYING CERTIFICATION

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, including the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check the appropriate box:

- No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract
or
- Attached is Standard Form LLL, "Disclosure of Lobbying Activities", which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20____

By: _____ Its: _____
 (Type or Print Name) (Title of Executing Official)

 (Signature of Executing Official) (Name of Organization/SRD P Recipient)