

**NEVADA COUNTY
IGS- PURCHASING DIVISION**

on behalf of the
**DEPARTMENT OF INFORMATION & GENERAL SERVICES
ADMINISTRATION**



**NEVADA
COUNTY
CALIFORNIA**

REQUEST FOR QUALIFICATIONS

for

Last Mile Broadband Grant and Support Opportunity

RFQ No. 170098

Release Date: April 7, 2023

**Submittal Deadline: May 15, 2023
not later than 5:00 PM (Pacific)**

COUNTY OF NEVADA

Last Mile Broadband Grant and Support Opportunity

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1.0 INTRODUCTION

The County of Nevada is seeking Statements of Qualifications (SOQ) from qualified firms and/or individuals to expand broadband infrastructure and internet service in unincorporated, under-served priority areas throughout the County. An “unserved priority area” is any area with no internet connectivity, or where internet connectivity is available only at speeds at or below 25 Mbps downstream and 3 Mbps upstream.

The purpose of this Request for Qualifications (RFQ) is to establish a Qualified List of firms that Nevada County intends to support in the following ways: assist selected firms with grant selection funding opportunities, and data collection such as but not limited to: survey results, priority areas, speed test data etc. Selection criteria will be based on the following Criteria: (1) Qualification of Firm, (2) Experience and References, (3) Project Approach/Service Offerings, (4) Innovative Solutions (bonus criteria)

The List will also fast-track project readiness in preparation of the County-funded Last Mile Grant program and provide partnerships with Letters of Support for future non-county funded grant opportunities such as the Federal Funding Account (FFA), California Advanced Services Fund (CASF), or Broadband, Equity, Access Deployment (BEAD) opportunities.

The County is concurrently working with Golden State Connect Authority (GSCA) utilizing a Local Agency Technical Assistance (LATA) grant to develop engineering plans which may support open access, municipal-owned networks. While these areas are in the early stages of engineering, the County has designated preliminary areas of interest to explore through a Joint Power of Authority (JPA) with Golden State Connect Authority. The County understands there will be additional areas of deployment outside of the targeted municipal-owned network exploratory project areas, anticipating a mixed technology use of fiber, and fixed wireless networks where high cost prohibits near-term Fiber-To-The Premises (FTTP).

The purpose of this RFQ is to establish a Qualified List of firms who provide Broadband Services. The County intends to name multiple Firms to the List, which shall be valid for three (3) years from the date of award.

This RFQ includes a description of the expected scope of work and sample proposal requirements. Direct all inquiries regarding this RFQ in writing to:

Desiree Belding, CPPO, CPPB
Nevada County Purchasing Division
950 Maidu Ave.
Nevada City, CA 95959
Phone: (530) 265-1557
Email: Desiree.Belding@nevadacountyca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any amendment to this RFQ is valid only if in writing and issued by the Nevada County Purchasing Division.

All addenda for this RFQ will be distributed via Nevada County’s website:
<https://www.nevadacountyca.gov/734/Purchasing#RFQ>

It is the proposer’s sole responsibility to monitor this website for possible addenda to this RFQ. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFQ. Any significant changes in the scheduled dates will be advertised in the form of an addendum to this RFQ. The schedule for other milestone dates may be adjusted without notice.

RFQ Release Date	April 7, 2023
Pre-Proposal Conference	April 20, 2023 at 10:00 am
Deadline for Final Questions.....	May 5, 2023 by 5:00pm
SOQ Submission Deadline.....	May 15, 2023 before 5:00pm
Evaluation of SOQ.....	May 16 through May 31, 2023
Notice of Approval.....	July 2023

3.0 PRE-PROPOSAL CONFERENCE

A virtual proposer’s conference has been scheduled for **April 20, 2023 at 10:00 am**. Please join by clicking the link or calling in at the information provided below.

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 228 602 650 376

Passcode: riWsoG

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 530-414-9282](#)

Phone Conference ID: 547 835 97#

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFQ. While attendance is not mandatory, interested proposers are highly encouraged to attend. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFQ. A list of attendees will be distributed upon request.

4.0 PREVAILING WAGE REQUIREMENTS

Any firm awarded a contract for broadband infrastructure installation and providing internet services shall pay prevailing wages on any construction, alteration, demolition, or repair work done under contract as required by the funder.

5.0 BACKGROUND

Nevada County encompasses 974 square miles, of which 958 miles is land and 16 is water. The western part of the county is defined by the course of several rivers, dense forests, and irregular boundaries of adjoining counties. The eastern part of the county is separated by a high-altitude pass and granite outcroppings. Nevada County is defined as a rural county and is known for its first transcontinental railroad, and today, for its recreation and tourism attractions. Total county population is approximately 104,000 (2021) in both the unincorporated and incorporated (Grass Valley, Nevada City, Truckee) areas of the County.

The Nevada County Board of Supervisors has allocated various funding sources up to \$1 million for the continuation of last mile broadband work for locations throughout Nevada County.

The County is seeking firms or individuals that can demonstrate strength in broadband infrastructure installation and providing internet services. In addition, Firms must participate in the affordable connectivity program or offers service packages or discount offers in alignment with low -income programs.

Any firm awarded a Grant as a result of this RFQ shall be responsible for compliance with all applicable local, state, and federal laws for services performed.

Internet Service Provider's (ISP) will benefit from County partnerships in the following ways.

- Approved County-wide Programmatic EIR to help fast-track the permitting process. Applicant projects that comply with the broadband EIR mitigation measures should satisfy the CEQA requirement and prevent further environmental analysis.
- County to provide free planner consultations and pre-application meetings with Community Development Agency(CDA), which is the Planning Department, Public Works Department, and Building Department, as relevant to each project such as reviewing project plans, walking through the EIR mitigation measures, support with utility encroachment permits, etc.
- Official written and verbal support to the CPUC, GSCA, California Department of Technology, and others regarding broadband project grant applications from the ISPs
- Assistance with community outreach and communication, i.e. working with neighborhood associations, MACs (Municipal Area Council), and anchor institutions to meet specific broadband needs and generate public support.
- Access to the County's detailed Public Broadband Survey data and speed results
- Opportunities for joint marketing and public outreach

Firms interested in submitting a response to this RFQ are not excluded from independently applying for grants like CASF independently. Should firms choose to submit for other grant and wish to have Nevada County's support, you MUST submit a response to this RFQ.

6.0 GENERAL TERMS & CONDITIONS

6.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Professional Services Contract, a draft of which is included as **Attachment C**.

6.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Nevada. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Nevada, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

- 6.3 **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County for use of information relating to the County or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 6.4 **Non-Appropriation.** The County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 6.5 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 6.6 **Assurance of Designated Staff and Analysis of Project as Evaluated:** Proposer shall assure that the designated staff, including sub-consultants (if any), is used for the analysis and project(s) as evaluated and approved by RFQ selection. Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) or project(s) changes shall not be made without the prior written approval of the County.
- 6.7 **Non-Collusion.** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
- 6.8 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the draft contract, **Attachment C**. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal.
- 6.9 **Protests and Appeals.** In accordance with Section 6.0 of the Nevada County Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Information and General Services. The protest shall be submitted in writing to the Director of Information and General Services within five (5) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

7.0 PROPOSAL SUBMITTAL INSTRUCTIONS

Each response to this RFQ shall include the information described in this section. Provide the information in the specified order. Failure to include all the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably.

All copies of the proposal should be document pages standard format 8-1/2 inches by 11 inches in size and converted to a PDF format. Use section delineators in accordance with this Section as specified below.

7.1 **Cover Letter** with the following information:

- Title of this RFQ
- Name and mailing address of firm (include physical location if mailing address is a PO Box)

- Contact person, Email address, telephone number, and fax number.

The County will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

7.2 **Signature Requirements** - The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFQ and a possible commitment to enter a binding grant agreement award.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

7.3 **TAB A: Firm's Qualifications** – Describe the firm and provide a statement of the firm's qualifications for performing requested consulting services. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff. Include the Firm's Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years. Please include your Required Statements document in this section.

7.4 **TAB B: Experience and References** – Provide a summary of the firm's experience in providing these or similar services. Provide a minimum of three references for related projects or service agreements, including dates, contact person and phone number, and a brief description of the project or agreement. Please explain your firm's knowledge and capabilities of the following:

- **Fiber Experience:** Installation of data fiber cabling for middle and last mile projects.
 - Last-mile infrastructure refers to broadband infrastructure that serves as the final leg connecting the broadband service provider's network to the end-use customer's on-premises telecommunications equipment.
 - Middle-mile infrastructure refers to the physical mid-section required to enable internet connectivity for homes, businesses, and community institutions. The middle mile carries data over long distances between local networks and global internet networks.
- **Alternative Experience:** Installation of data delivery infrastructure (other than fiber cabling) for middle and last-mile projects,
 - Please refer to the section above.
- **New construction installations in a Design/Build** environment for communities and government agencies,
- **Industry best practices** to reach significant satisfactory ratings among customers served, and
- **Project management** methodologies for consistent on time and on budget completion.

- **Past grant application** experience including success in being awarded (if applicable.)
- **Reporting and Grant/Lender Management** methodologies for compliance with grant compliance and communications with reporting requirements (if applicable.)

In addition, the County is seeking firms that have strong consulting skills. Please explain your knowledge and capabilities of the following:

- Design/Build meetings, providing information and standards related to future County projects, which provide improved broadband services to the greatest number as a result,
- Adherence to County building standards and code compliance,
- Methodologies to measure the current internet speed of prospective project sites and to project available connection service level offerings and speeds upon project completion. Development of business models to sustain and maintain the service infrastructure upon project completion.

- 7.5 **TAB C: Qualifications of Team** – Provide a brief summary of the qualifications and experience of each team member assigned to this project, including length of service with the firm and résumé, and the qualifications/experience of any sub consultant staff on your project team. Include an organization chart of the staff available for project and the designated project manager/lead for each applicable category.
- 7.6 **TAB D: Project Plan** – Provide a detailed discussion of your firm’s approach to the successful implementation of a Broadband project. Include thorough discussions of methodologies you believe are essential to accomplishing the project. Include a completed Attachment A & B outlining the service areas you are desiring to expand into and how these funding opportunities could support the expansion. Attachment A shall be completed indicating the Existing and Improved Service Offerings.
- Include number of homes
 - Cost per connection
 - Expected take-rate
 - Percentage of matching funds to complete the project (if applicable)
- 7.7 **TAB E: Affordable Service Programs:** Explain and describe your affordable service programs. Explain and discuss your low-cost internet service plans
- 7.8 **TAB F- Innovative Solutions-** Provide your Firm’s approach to innovative solutions in this industry. Be creative however, these solutions must have viability and deliverability. Provide information and references of past projects where this was utilized and successful (if applicable.)

8.0 ASSIGNMENT OF WORK FOR COUNTY FUNDED EFFORTS

All work shall be performed in accordance with the following standards and specifications:

- Individual assignments will be awarded on an as-needed basis. The County may assign work by soliciting proposals from one or more of the Firms approved for the Qualified List depending on the type of work required, estimated dollar value of the contract, experience, and expertise required for the work, Firm’s current workload, ability to respond, or other criteria. The County reserves the right to unilaterally assign work to any of the awarded firms, as it deems prudent.

As projects or tasks are identified by the County, proposals will be solicited from one or more Firms. Proposals shall include, at minimum: a proposed scope of work, detailed budget and time schedule, and designated staff to be used. The County will evaluate the proposals received and select the firm whose proposal best meets the County’s needs. The selected firm will be required to sign the County’s Grant Agreement (see Draft Grant Agreement

attached to this RFQ) and will be required to provide evidence of insurance for the coverage specified in the contract. The actual scope of work and the specific project will be negotiated and included in the contract.

- b. As projects or tasks are identified by the County and proposals solicited, Firms will typically be required to provide, at a minimum: a proposed scope of work, detailed budget and time schedule, and designated staff to be used.
- c. Failure to respond three or more times to the County's requests for informal proposals, or failure to meet the County's requirements may result in removal of the Firm from the Qualified List, and/or cancellation of the Firm's Grant Agreement, at the discretion of the County.
- d. The County makes no specific guarantee of a minimum or maximum number of hours, amount of services, or award of a project, which shall be required of any single Firm. In addition, the inclusion of any Firm on any Qualified List or award of a Grant Agreement shall in no way be considered an exclusive agreement to provide service for the County.
- e. Firms who are selected as a result of this RFQ shall not represent themselves as having an exclusive agreement with the County and further, shall not identify themselves as ranking higher than other firms in the selection process. Failure to adhere to this condition may result in removal of the Firm from the Qualified List and/or cancellation of a resulting agreement, at the discretion of the County.

9.0 SUBMITTAL INSTRUCTIONS

- 9.1 Your submittal package shall be sent to the following email address: lastmilebroadbandgrantandsupportopportunity@nevadacountyca.gov and include the following: **One (1) electronic copy** of your proposal in PDF format
- 9.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFQ. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFQ number and title on the outside of the parcel.
- 9.3 Proposals must be submitted ONLY to the following email address: lastmilebroadbandgrantandsupportopportunity@nevadacountyca.gov
- 9.4 Mailed or hard copy proposals shall not be accepted.
- 9.5 The County of Nevada shall not be responsible for proposals delivered to a person or email other than that specified herein.
- 9.6 Late submittals shall not be accepted or considered.
- 9.7 All submittals shall be clearly marked with the RFQ number and title on the cover page of the proposal.
- 9.8 All submittals, whether selected or rejected, shall become the property of Nevada County and will not be returned.
- 9.9 The County reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity.
- 9.10 All costs associated with proposal preparation shall be borne by the offeror.
- 9.11 All proposals shall remain firm for one hundred twenty (120) days following the closing date for the receipt of proposals.

10.0 EVALUATION CRITERIA

The following criteria and rating schedule will be used to determine the most highly qualified firm(s):

<u>SOQ Evaluation Criteria</u>	<u>Weight</u>
A. Qualification of Firm (per section 7.3)	20
B. Experience and References (per Section 7.4)	20
C. Project Plan Service Offerings and Coverage Areas (attachments A & B) (per section 7.6)	50
D. Bonus: Innovative Solutions	10
Total Weight:	100

11.0 SELECTION PROCEDURE

- 11.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.
- 11.2 Interviews will be held solely at the County's option. The County will use the above criteria to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.
- 11.3 The County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.
- 11.4 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.
- 11.5 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 11.6 The County will notify all proposers whether they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFQ process.

REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFQ. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

1) Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFQ, including the following addenda issued by the County (*list the addenda by date and/or number*):

2) Public Records Act

I/We acknowledge that subsequent to award of this RFQ, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that:

_____ None of this submittal is considered proprietary

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

I/We acknowledge that the above statements may be subject to legal review and challenge.

3) Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

4) Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

5) Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

6) Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to the original RFQ and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

7) DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining the firm's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this document.

ATTACHMENT A – SERVICE OFFERINGS FORM

COUNTY OF NEVADA
BROADBAND EXPANSION SERVICES

EXISTING SERVICES OFFERING FORM

Instructions: Indicate with an X the standard type of internet service(s) provided by the firm along with the current available speeds and estimated latency per service offering.

	Cable (Coaxial / DOCIS X.X)	Fiber to the Home	Fixed Wireless	Satellite	Private LTE (Cellular)	Other (please describe)
Download speed						
<i>Check all that apply</i>						
25-49 Mbps						
50-99 Mbps						
100 -999 Mbps						
1 - 1.9 Gbps						
≥ 2 Gbps						
Additional description:						
Additional service offerings	For example: phone, TV					
Upload speed						
3-24 Mbps						
25-49 Mbps						
50-99 Mbps						
100 -999 Mbps						
1 - 1.9 Gbps						
≥ 2 Gbps						
Additional description:						
Estimated latency						
< 20ms						
20-40ms						
41-100ms						
> 100ms						
Additional description:						

PROPOSED SERVICES AS LISTED IN EXHIBIT B OFFERING FORM

Instructions: Indicate with an X the standard type of internet service(s) provided by the firm along with the current available speeds and estimated latency per service offering.

	Cable (Coaxial / DOCIS X.X)	Fiber to the Home	Fixed Wireless	Satellite	Private LTE (Cellular)	Other (please describe)
Download speed						
25-49 Mbps						
50-99 Mbps						
100 -999 Mbps						
1 - 1.9 Gbps						
≥ 2 Gbps						
Additional description:						
Additional service offerings	For example: phone, TV					
Upload speed						
3-24 Mbps						
25-49 Mbps						
50-99 Mbps						
100 -999 Mbps						
1 - 1.9 Gbps						
≥ 2 Gbps						
Additional description:						
Estimated latency						
< 20ms						
20-40ms						
41-100ms						
> 100ms						
Additional description:						

ATTACHMENT B- COVERGE AREAS FORM

**COUNTY OF NEVADA
BROADBAND EXPANSION SERVICES**

COVERAGE AREA FORM

Instructions:

Designate with an **X** your firm's preferred areas of coverage /operation (note all the that apply).

NEVADA COUNTY

WEST COUNTY		EAST COUNTY		OTHER AREA (please describe)
Wolf/Higgins Corner (located in South County, just west of Lake of the Pines)		Soda Springs/Donner Summit		
Camp Far West (located in Southwest Nevada County, along the Bear River)		Dog Valley Rd./Russel Valley		
Big Oak Valley (FFA priority areas around Lake Wildwood and Penn Valley, Rough and Ready, and areas east of Smartsville)				
Spenceville (due East of Beale Airforce Base, includes some of Spenceville Wildlife Refuge)				
Bitney Springs Area (Area east of Lake Wildwood, NW of GV, up to South Fork of Yuba River)				
McCourtney Road Area				
Alta Sierra (and surrounding populated areas to east)				
Harmony Ridge (where Cooper Road is, and all areas around Race Gigafy Nevada City CASF protect area island, northeast of Nevada City to Scotts Flat Reservoir, Harmony Ridge, Blue Tent, Banner Mountain)				
North San Juan (North Bloomfield/Malakoff Diggins State Park), North of the South Fork of Yuba River up to Sierra County Boundary				
Town of Washington				

NEVADA COUNTY LAST-MILE BROADBAND GRANT PROGRAM
FY _____ GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into as of the ___ day of _____ by and between the COUNTY OF NEVADA, a political subdivision of the State of California (“COUNTY”), and _____ (“ORGANIZATION”) and is effective as of _____ (“Effective Date”).

RECITALS:

- A.** The Nevada County Board of Supervisors adopted Resolution _____ supporting broadband expansion; and in _____ made Broadband a Board Objective to: “Equitably expand broadband to support economic development, distance-learning, telework, telemedicine, and general quality of life for all residents by championing the implementation of Nevada County Broadband Strategy Plan policies and last-mile infrastructure PROJECTs.”
- B.** The Nevada County Board of Supervisors approved \$ _____ to fund the _____ round of the Last-Mile Broadband Grants Program.
- C.** The Nevada County Board of Supervisors has a Professional Services Agreement with the Sierra Business Council (PROJECT ADMINISTRATOR), which includes the solicitation, facilitation, and administration of the Nevada County Last-Mile Broadband Grant.
- D.** County staff and PROJECT ADMINISTRATOR conducted a competitive application process and determined that ORGANIZATION is qualified and able to ensure timely and successful completion of the proposed project (“PROJECT”) as submitted to PROJECT ADMINISTRATOR for the FY _____ and FY _____ Last-Mile Broadband Grant Program (incorporated herein as Exhibit A).
- E.** The Nevada County Board of Supervisors approved the recommendation from County staff and PROJECT ADMINISTRATOR to award \$ _____ to ORGANIZATION and directed staff to enter into grant agreements with ORGANIZATION.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the parties hereto agree as follows:

- 1. ORGANIZATION shall perform all services necessary to complete the PROJECT as set forth in Exhibit “A” attached hereto and incorporated herein by reference. ORGANIZATION shall pay for all costs and expenses necessary to complete the PROJECT, subject to reimbursement from the COUNTY as provided in this Agreement.
- 2. ORGANIZATION shall execute the PROJECT so that within _____ after the Effective Date of this Agreement, the PROJECT shall be completed to the satisfaction of, and accepted by, COUNTY; provided that said timeframe may be extended by mutual written agreement of the parties. Any funds not utilized by ORGANIZATION within this timeframe shall be retained by COUNTY.
- 3. COUNTY shall issue reimbursements to ORGANIZATION based on the process defined in Exhibit B “Reimbursement Schedule”.
 - a. COUNTY may withhold all or any portion of a reimbursement payment if it determines, in its sole discretion, that: (i) the reimbursement request includes ineligible activities, services or items, (ii) the reimbursement request is untimely or inaccurate, (iii) PROJECT ADMINISTRATOR has not approved

the reimbursement request due to insufficient documentation or PROJECT progress or completion, (iv) the ORGANIZATION has failed to provide receipts or other appropriate documentation to support the reimbursement request, (v) the ORGANIZATION has not complied with applicable federal, state or local laws, ordinances or regulations in connection with its activities under this Agreement, (vi) the ORGANIZATION has failed to obtain or maintain a necessary license or permit in connection with its activities under this Agreement, or (vii) the ORGANIZATION has otherwise failed to comply with a material term or condition of this Agreement.

- b. If ORGANIZATION fails to satisfactorily execute or complete the PROJECT in accordance with the terms and conditions of this Agreement, then COUNTY may, in its discretion, require ORGANIZATION to repay all or any portion of the grant funds provided under this Agreement. Any funds paid to, but not expended by, ORGANIZATION for the purposes stated or in accordance with the terms and conditions of this Agreement shall be refunded to COUNTY. ORGANIZATION shall repay all such sums within thirty (30) days after ORGANIZATION receives a written repayment request from COUNTY.
 - c. Any portion of the Information General Services Administration assigned to this contract which COUNTY does not pay to ORGANIZATION and any grant funds returned to COUNTY shall be retained by COUNTY.
4. COUNTY is a funding source only, and has no right, title, obligation, or interest in the PROJECT, nor any control over the design, permitting, purchases, construction and/or installation, operation, or maintenance of the PROJECT. ORGANIZATION shall be solely responsible for the proper execution of and on-going operation and maintenance of the PROJECT, and for full compliance with all legal requirements including, but not limited to, safety codes, accessibility laws, development regulations and permitting requirements, CEQA/NEPA, and legal requirements relating to public contracting and construction, public bidding, and prevailing wages.
5. ORGANIZATION shall pay all costs and expenses associated with maintenance and operation of the PROJECT and shall keep the PROJECT and all portions thereof in a good, safe, and useable condition.
6. The PROJECT to be funded pursuant to this Agreement shall remain property of the ORGANIZATION and shall be used for purposes of PROJECT as set forth herein for a minimum of three (3) years after the Completion Date. If the PROJECT or any portion thereof is closed, materially damaged, destroyed or otherwise made unavailable for purposes of PROJECT prior to the expiration of this three (3) year period, the three (3) year period shall be extended by the amount of time the PROJECT or portion thereof is not available for public use; provided, however, that closures for brief periods to perform routine maintenance and repairs shall not extend this three (3) year period. ORGANIZATION shall notify COUNTY in writing in the event of any such closures, whether temporary or permanent. In the event that the PROJECT or any portion thereof is permanently closed to the public before the expiration of the three (3) year period and any extension thereof, ORGANIZATION shall refund a pro-rata share of COUNTY's contribution under this Agreement based upon the percentage of the three (3) year period that the PROJECT will not be available for public use
7. To the fullest extent permitted by law, ORGANIZATION shall indemnify, defend and hold harmless the COUNTY against any and all claims, losses, liabilities, and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorneys' fees, and all costs and expenses, arising directly or indirectly out of any act or omission of ORGANIZATION, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement. ORGANIZATION's obligation to defend, indemnify, and hold COUNTY harmless under the provisions of this Paragraph 7 shall survive the termination of this Agreement and is not limited to or restricted by any requirement that ORGANIZATION procure and maintain a policy of insurance.

Insurance Terms Negotiable:

8. ORGANIZATION shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from work hereunder by the ORGANIZATION, its agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as:

(i) **Commercial General Liability CGL**: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this PROJECT/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ORGANIZATION has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$300,000** per accident for bodily injury and property damage.

(iii) **Workers’ Compensation insurance**

ORGANIZATION affirms under penalty of perjury they are independent and without employees. ORGANIZATION affirms the company president has health insurance coverage, healthcare service plan, or disability insurance covering the president for bodily injury or disease. ORGANIZATION further agrees to waive all rights to workers’ compensation benefits for any accident for bodily injury or disease. ORGANIZATION hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said ORGANIZATION may acquire against the county by virtue of the payment of any loss under such insurance.

In the event the ORGANIZATION hires employees, workers compensation coverage as required by the State of California, with statutory limits, and employers liability insurance with a limit of \$1,000,000 per accident for bodily injury or disease.

If the ORGANIZATION maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the ORGANIZATION. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

(iv) **Director and Officers (D&O)** Liability Insurance covering breach of fiduciary duty, misrepresentation of company assets, misuse of company funds, fraud, failure to comply with workplace laws, theft of intellectual property, and lack of corporate governance with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the ORGANIZATION including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the ORGANIZATION’S’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

(ii) **Primary Coverage** For any claims related to this grant, the **ORGANIZATION’S insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the ORGANIZATION’S insurance and shall not contribute with it.

- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** ORGANIZATION hereby grants to County a waiver of any right to subrogation which any insurer or said ORGANIZATION may acquire against the County by virtue of the payment of any loss under such insurance. ORGANIZATION agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If ORGANIZATION is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. ORGANIZATION shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (iv) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (v) **Verification of Coverage** ORGANIZATION shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the ORGANIZATION's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (vi) **Subcontractors** ORGANIZATION shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- (vii) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (viii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (ix) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (x) **Material Breach** Failure of the ORGANIZATION to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xi) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
 950 Maidu Ave.
 Nevada City, CA 95959

Upon initial award to your ORGANIZATION, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Grant Administrator.

9. Throughout the term of this Agreement, ORGANIZATION shall possess or secure all licenses, permits, qualifications and approvals legally required to design, make purchases for, construct and/or install the PROJECT and shall comply with all applicable federal, state, and local laws, ordinances and regulations. Prior to commencement of construction, ORGANIZATION shall obtain any and all land use and building entitlements necessary to complete the PROJECT, including without limitation all zoning, development and site plan approvals, rights of entry, and appropriate building, environmental health or other permits. Upon COUNTY's request, ORGANIZATION shall provide COUNTY with copies of all final permits, documents or other approvals required complete the PROJECT.

10. Upon request, COUNTY or its authorized representative shall have access to and the right to examine all records, books, papers, or documents of ORGANIZATION related to the PROJECT and use of COUNTY funds provided under this Agreement. ORGANIZATION shall retain such records, books, papers, and documents for a period of not less than five (5) years from the Completion Date.

11. The parties to this Agreement hereby certify that they are acting independently and not as agents, employees, or joint ventures with each other. Neither party nor its officers, employees or volunteers are employees of the other.

12. The terms and conditions of this Agreement, including any exhibits hereto, may not be amended except in writing, signed by both parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

13. The waiver of any provision of this Agreement shall be in writing, signed by the party granting the waiver, and such waiver shall not operate or be construed as a waiver of any other provision of the Agreement.

14. Any notices that either party desires to give to the other party or to any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed received within seventy-two hours from the date of mailing, if mailed as provided in this section.

<u>To PROJECT ADMINISTRATOR:</u>	<u>To COUNTY:</u>	<u>To ORGANIZATION:</u>
Kari Sinoff Sierra Business Council 10183 Truckee Airport Rd Truckee, CA 96161 (530) 562-4992	Elise Strickler Information General Services 950 Maidu Avenue, Suite 130 Nevada City, CA 95959 (530) 265-1705	Recipient:

15. The language of all parts of this Agreement shall, in all cases, be construed as a whole according to its fair meaning. This Agreement is to be deemed to have been prepared jointly by the parties hereto and shall not be interpreted or construed against either party as the drafter.

16. This Agreement contains the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior discussions, agreements, proposed agreements, or conditions, whether written or oral.

17. Should all or any portion of any provision of this Agreement be held unenforceable or invalid for any reason, but the remainder of the Agreement can be enforced without failure of material consideration to any party, then the remaining portions or provisions shall be unaffected.
18. This Agreement may not be assigned by either party. This Agreement is made and entered into for the sole protection and benefit of COUNTY and ORGANIZATION and their respective successors. No other person or entity shall have any right of action based upon any provision of this Agreement. In addition, no transfer of rights of any kind contained in this Agreement may occur without the written prior consent of COUNTY, including but not limited to transfer and/or sale of any or all terms and conditions contained within.
19. This Agreement shall be governed by the laws of the State of California and venue shall be in the appropriate Superior Court in Nevada County, California.
20. Each person executing this Agreement on behalf of a party represents and warrants to the other party that he or she has authority to bind and commit each such party to this Agreement.
21. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. ORGANIZATION will recognize the County of Nevada in all online and print marketing and communication materials; ORGANIZATION may use the County logo and the following text:
 "Made possible by the County of Nevada's "Last-Mile Broadband Grants Program."

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the dates hereinafter set forth.

Dated

APPROVED AS TO FORM:
 COUNTY COUNSEL

COUNTY OF NEVADA

By: _____

By: _____

Honorable Sue Hoek
 Chair, of the Board of Supervisors

ATTEST:

ORGANIZATION:

By: _____

Julie Patterson Hunter
 Clerk of the Board of Supervisors

By: _____

Recipient Name/Business

Exhibits

- A. Scope of Work
- B. Reimbursement Schedule
- C. Broadband Subscriber Verification Form

Exhibit A

Scope of Work {EXAMPLE}

ORGANIZATION shall complete the PROJECT, “Description of project _____” As further described in the grant application as attached.

Name:

Summary:

Technology:

Proposed network design:

Proposed Service Area:

Anticipated Improvements:

# of Passings:	Speed Now:	Speed After Build:	Anticipated Connections:	TOTAL
Households:				
Businesses (in home):				
Community Anchor Institutions:				

Exhibit B
Reimbursement Schedule & Reporting {EXAMPLE}

Name:

Project:

The ORGANIZATION shall submit invoices to COUNTY and PROJECT ADMINISTRATOR which include eligible PROJECT costs, defined as equipment, materials, labor, permitting fees, and GPS surveying, which represent ____ of the total project costs, in an amount not to exceed \$ _____, which will be submitted in _____ phases as set forth below.

The total eligible expenses will incorporate: _____

Deliverables	Amount Reimbursed
Phase 1:	\$
Phase 2:	\$
Phase 3:	\$
Total Reimbursement	\$

Reimbursement Documentation and Reporting

Upon the completion of each project phase, ORGANIZATION shall submit the following information to County and Project Administrator by e-mail that includes the following:

1. **Broadband Subscriber Verification Form:** The ORGANIZATION will submit to the PROJECT ADMINISTRATOR completed Broadband Subscriber Verification form(s) as defined in Exhibit C. There will be one form for each completed connection that must be signed by the new broadband subscriber receiving service.

2. **Project Stage Invoice:** The ORGANIZATION will submit to the PROJECT ADMINISTRATOR completed Broadband Subscriber invoice(s) as defined in Exhibit D. On company letterhead provided the date, project name, timeframe/phase, amount being claimed, total amount timeframe, number of parcels and grant reimbursement. In addition, invoices shall include a breakdown of total eligible project stage costs including: (a) total project phase equipment costs, (b) total project phase labor costs, (c) total project phase other costs (d) total amount being requested for reimbursement, and (e) percent of grant reimbursement expended.
 - a. The PROJECT ADMINISTRATOR will review the Broadband Subscriber Verification Form(s) and may choose at their discretion to contact some or all of the subscribers to verify that the broadband service is active and meeting the subscribers expectations. The PROJECT ADMINISTRATOR will verify that the Project Stage Invoice amount & submission date matches the agreed payment schedule and does not include ineligible items.
 - b. The PROJECT ADMINISTRATOR will complete the review within 14 calendar days from receipt of the Broadband Subscriber Verification Forms, Narrative, and Project Stage Invoice and notify COUNTY of the pending reimbursement request.
 - c. The PROJECT ADMINISTRATOR may choose to reject the reimbursement request and will provide details of corrective actions needed by the ORGANIZATION, at which time the 14 days review period may be reset by the PROJECT ADMINISTRATOR at their discretion. ORGANIZATION will work directly with Project Administrator to answer any questions or provide any additional documentation requested by Project Administrator or County necessary for the approval of an invoice.

- d. Upon successful review by the PROJECT ADMINISTRATOR, the ORGANIZATION will be notified by email that the reimbursement claim has been accepted. PROJECT ADMINISTRATOR will at the same time submit copies of the Broadband Subscriber Verification Form(s), Narrative, and Invoice for reimbursement to the COUNTY for reimbursement.
 - e. Within 30 days COUNTY will provide reimbursement directly to ORGANIZATION and will work directly with ORGANIZATION on any administrative processes related to payment or processing of payment. End of County Fiscal Year is June 30, therefore, invoices submitted in July may take up to 45 days to process.
3. **Project Stage Narrative:** This section shall provide an overview update of the project progress on the work completed for the invoiced project stage including an overview of total project progress, any unexpected challenges, delays, or other unanticipated impacts to the project. A detailed narrative on the work completed for the invoiced project phase including detailed information for all expenses of project phase including labor, equipment, permits and any other administrative costs. The Final Project Narrative shall also include the calculation of the per connection cost, as the Organization tracks all costs for all projects cumulatively, to illustrate the average cost per connection supported by the Final Financial Reporting such as connections, permitting, weather or other planning and any unexpected delays (one page or less).
 4. **Project Completion and Final Financial Reporting:** The final invoice submission shall provide detailed financial documentation which is an “Expenses by Vendor Summary”. This section shall provide detailed financial documentation on the overall project and project phase that includes:
 - a. Project Operating Statement
 - b. Project Balance Sheet
 - c. Eligible Expenses
 - d. Accounting reports which include a breakdown of itemized project phase costs and total project phase costsBackup documentation may include but is not limited to project receipts, accounts payable and any other applicable documentation that may be requested by the County.
 5. **Final Project Overview Narrative:** This section shall provide an overview update of the total project progress, including the number of unserved and underserved households or businesses eligible to be served, the number of households or businesses being served, and any unexpected challenges, delays, or other unanticipated impacts to the project. This shall be submitted within 15 days of the final invoice submission.

ORGANIZATION shall submit project stage invoice, narrative, and Broadband Subscriber Verification Forms by e-mail to:

County:

Attn: Elise Strickler
Nevada County Information General Services Agency
950 Maidu Avenue, Suite 130
Nevada City, CA 95959
IGSAdmin@nevadacountyca.gov

Project Administrator:
Attn: Kari Sinoff
Sierra Business Council
10183 Truckee Airport Rd
Truckee, CA 96161
(530) 562-4992
ksinoff@sierrabusiness.org

Exhibit C
Broadband Subscriber Verification form

Verification of Nevada County Last-Mile Broadband Connection

The County of Nevada has awarded a Last-Mile Broadband Grant to XXXXXX to install high speed broadband. The information below is verification from the new broadband subscriber that the service has been installed and is fully operational.

The subscriber below grants permission for the Grant Project Administer from Sierra Business Council to contact the subscriber to verify that the broadband service is fully operational and reliable.

Subscriber Name	John Doe
Street Address	12345 Any Street
City, State, Zip	Nevada City, CA 95959
APN	381-1348
Telephone	(530) 123 4567

Broadband Speed	100Mbps
Installation Date	November 23rd 2021

Subscriber feedback	The speed is incredible and _____ did an excellent job, highly recommended. Thank you Nevada County for making this possible!
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Signed.....

Date.....

Exhibit D
Broadband Sample Invoice

XYZ Company, Inc
1234 Main Street
Nevada City, CA 95959
johndoe@xyzcompany.com
www.xyzcompany.com



INVOICE

BILL TO

County of Nevada
950 Maidu Ave Suite 130
Nevada City, CA 95959

INVOICE # 1001
DATE 09/29/2022
DUE DATE 10/29/2022
TERMS Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT
09/29/2022	Broadband Fiber Optic broadband	2	\$10,272.72	\$20,545.44

BALANCE DUE \$20,545.44

Totals to date before current submission:

	Total
Equipment	
Labor (Prevailing Wage)	
Fees/permits/GPS Survey	
Contingency	
Qtly Expenses	
# Connected Parcels	
Grant Reimbursement	

END OF DOCUMENT