



Nevada County 2021 Last Mile Broadband Grant Request for Applications (RFA) Guidelines

Application Period Opens	Friday	January 22, 2021
Pre-Application Conference	Friday	February 5, 2021 1:00 - 2:00 pm (Zoom Meeting)
Deadline for Final Questions	Friday	February 12, 2021 by 5:00 pm
Deadline for Submission	Monday	March 1, 2021 at 5:00 PM
Evaluation of Applications	Tuesday	March 2 - 18, 2021
Finalist Interviews	Friday	March 19, 2021 Time TBD (hold all day)
Notice of Intent to Award	Monday	April 12, 2021
Approval by County of Nevada Board of Supervisors	Tuesday	April 27, 2021

The Sierra Business Council is managing the 2021 Last Mile Broadband Grant program on behalf of the County of Nevada.

Pre-Application Conference

Due to the State mandated social distancing policy, Sierra Business Council will host a virtual applicant's conference which is scheduled for **Friday, February 5, 2021, from 1:00 - 2:00 pm**. A link to the virtual meeting is provided below. To join the meeting, click the link below or call in to the phone number listed.

Join Zoom Meeting

<https://us02web.zoom.us/j/84032318096?pwd=MkltMzBQaGxLWVRFeUpZYndMU1hvZz09>

Meeting ID: 840 3231 8096

Passcode: 874126

(669)900-6833 US

Meeting ID: 840 3231 8096

Passcode: 874126

Interested entities will have an opportunity to submit questions regarding the requirements outlined in the Nevada County 2021 Last Mile Broadband Grant Application Guidelines and the Nevada County 2021 Last Mile Broadband Grant Application. While attendance is not mandatory, interested applicants are highly encouraged to attend.

Please Note

In order to make the meeting effective, all attendees should read both documents thoroughly prior to the meeting. Substantial clarifications, or changes required as a result of the pre-application conference, and all submitted final questions will be issued in the form of a written addendum to the RFA by February 22, 2021.

Program Guidelines

The focus of the Nevada County 2021 Last Mile Broadband Grant program is to provide resources to new and existing Internet Service Providers (ISPs) to invest in building broadband infrastructure that supports economic development, public safety, remote learning, telehealth services, and overall community prosperity in Nevada County.

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-premise telecommunications equipment.

Funds will be targeted to areas that may be unlikely to receive broadband service without grant funding. The grant can provide up to 50% of a project's infrastructure costs (project planning, permits, construction plans and labor, installation and testing, engineering, etc.). The maximum grant amount is \$250,000. Multiple, smaller grants will be considered.

Completed applications and supporting documents must be received by Sierra Business Council by 5:00 PM on March 1, 2021, to be considered for funding. Submissions will be accepted via email. An applicant may apply for more than one project, but a separate application must be completed for each project. Award decisions are estimated to be made on April 27, 2021, at the County of Nevada Board of Supervisors' meeting.

Grant Priorities

Nevada County Last Mile Grant program establishes priority for projects that:

- Exhibit project readiness and ability to fast track project to completion
- A project's capacity to expand or be an easily replicated model
- Project financing for match is secured and documentation provided
- Project proposal is comprehensive
- Strength of applicant's team experience
- Ability to leverage existing infrastructure to further support planned projects
- Support the goals of the County's general plan, specific plans, area plans, energy action plan, or other economic development plans
- Propose to acquire and install infrastructure that supports broadband services scalable to higher download and upload speeds without taking precedence over the number of locations or size of the area to be served

Types of Eligible Applicants

- Public entities or special districts
- Corporations
- Native American Tribes
- Partnerships, LLCs or other business entities
- Cooperatives
- Non-profit organizations
- Any other entity authorized by state law to provide broadband services

Eligible Projects must be located in unincorporated Nevada County.

Other Grant Factors

- The maximum grant request is \$250,000.
- The grant will cover up to 50% of eligible costs for qualifying projects associated with the installation and/or acquisition of last mile broadband infrastructure that supports broadband service at the locations and speeds identified in the application.
- Examples of eligible costs include project planning; construction permits; construction materials, construction of facilities; equipment; installation, connection to the home, and testing of the service.
- Examples of ineligible costs include general broadband planning not associated with a specific last mile build; operational expenses; general administrative work; provider's overhead expenses; middle mile infrastructure not directly connected to service provision for an end-user; expenses related to provision of telephone or video services which are not necessary for the delivery of broadband services.
- Prevailing wage must be specified for all labor or contracts due to California law.
- Where evidence demonstrates that an area is currently served (with a 25/3 fixed, terrestrial connection) that portion of the grant area will be disqualified. In order for a defined area to be considered served, service at or exceeding 25 Mbps download and 3 Mbps upload must be generally available to all residential customers in the defined area.
- Where applicable, applicants will be required to provide a preliminary technical evaluation of the project certified by a Professional Engineer (PE) or another qualified individual. If the evaluation is not stamped by a PE, applicant must provide the credentials of the individual who prepared the report.
- Nevada County reserves the right to amend the scope of grant awards or partially fund applications.

Match Requirement

- To obtain a last mile broadband grant, the applicant must provide for the funding *not covered by the grant as a local match*. The match can come from any private and/or public source available to the applicant. An application will receive additional points if the local match is higher than 51% of the total eligible project costs.
- Documentation to support the match is required as part of the application
 - Examples include: letter of credit, letter from bank, bank statement, board resolution committing funding, loan documentation

- Additional financial partners for the local match must also provide documentation or a letter of commitment for their local match

Include With Application

- Applicants must include proof of insurance as defined by County of Nevada (Appendix A)
- Applications must include a map file of the proposed service area (acceptable formats: (.kml, .kmz, Shapefile format and File GODEatabase).
- Applicants must include a list of existing and potential service providers (including type of service) in the proposed project area.
- Applicants must include a schedule of all required permits for the project including permit type, fee, permitting agency or regulatory board and status of the permit. Ensure the application is complete and that all required local/city/county/state and CEQA documents necessary for the project to proceed have been considered (planning commission, zoning, route and road authorities, railroad crossing, etc.).
- Applicants must explain what remains to be done and what is required for completing the process of obtaining approvals.
 - Include this information in the project timeline/schedule.
- Applicants are encouraged to include information that strengthens their case for funding, which may include but is not limited to:
 - Survey data for the designated area
 - Documentation of existing infrastructure within a given census block or other identified geographical location with supporting maps and definitions.
 - Testimonials and speed tests from residents, businesses or institutions in the project area.
 - This grant specifically DOES NOT rely on the California Public Utility Commission's (CPUC) Broadband Map for determination of grant eligibility because the data can be outdated, incorrect, or collected on a census block level, overstating the availability of services. However, CPUC map data may be included in the application to support proposed projects in designated unserved or underserved areas.
- Applicants may provide information regarding additional and/or complementary planned infrastructure projects (such as underground utilities, roadwork or other broadband projects) that are not eligible for grant funding to provide context for the proposed project application.
- Applicants may provide an explanation on how the proposed project will promote and/or support economic and disaster resiliency for the project area, region, and County.

Reimbursement and Accountability

- Funds disbursement will occur on a reimbursable basis tied to deliverables
- Fee schedule will be established with Nevada County after grants are awarded

Contracting

Please be advised that a sample contract will be provided for your review no later than February 12, 2021.

Appendix A

INSURANCE REQUIREMENTS

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 Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (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.
- (v) 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.

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 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.
 - (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Organization to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
 - (vii) **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.
 - (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Organization must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
 - (ix) **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 effecting 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.
 - (x) **Subcontractors** Organization shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Organization shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
 - (xi) **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.
 - (xii) **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.
 - (xiii) **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.

- (xiv) **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.
- (xv) **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 firm, 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.