

# EATON COUNTY BOARD OF COMMISSIONERS

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Wayne Ridge  
Brian Lautzenheiser  
Jim Mott  
Jeremy Whittum  
Barbara Rogers

1045 Independence Blvd, Charlotte, MI 48813

## EATON COUNTY BOARD OF COMMISSIONERS/INFORMATION TECHNOLOGY & COMMUNICATION COMMITTEE

WEDNESDAY, SEPTEMBER 7, 2022, 4:00 P.M.

BOARD OF COMMISSIONERS' ROOM, COUNTY COURTHOUSE, CHARLOTTE

## AGENDA

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1. Call to Order.
2. Pledge of Allegiance
3. Agenda Additions and Changes.
4. Approval of the August 3, 2022 Meeting Minutes.
5. Limited Public Comment.
6. Connected Michigan Action Team Update.
7. Technology Services Projects Update.
8. Miscellaneous.
9. Limited Public Comment.
10. Adjournment.

*A quorum of the Board of Commissioners may be present at this meeting.*

**INFORMATION TECHNOLOGY AND COMMUNICATION  
COMMITTEE MEETING**

**WEDNESDAY, AUGUST 3, 2022  
4:00 P.M.  
MINUTES**

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**MEMBERS PRESENT:** Commissioners Wayne Ridge, Dairus Reynnet, Brian Droscha, Brian Lautzenheiser, Mark Mudry and Barbara Rogers.

**MEMBER ABSENT:** Commissioner Brandon Haskell

**ALSO PRESENT:** Commissioner Jeremy Whittum; Carmel Township Supervisor Steve Willard, Claudine Williams, Eric Daley, Nathan Nighbert and John Fuentes

The August 3, 2022 regular meeting of the Information Technology and Communication Committee was called to order at 4:00 pm by Chairperson Ridge.

The Pledge of Allegiance was given by all.

Commissioner Lautzenheiser moved to approve the agenda, as presented. Commissioner Reynnet seconded. Motion carried unanimously.

Commissioner Lautzenheiser moved to approve the minutes of the July 6, 2022 meeting, as presented. Commissioner Rogers seconded. Motion carried unanimously.

Technology Services Director, Eric Daley, provided an update on behalf of the Broadband Action Team. It was reported that the group discussed the development of a request for proposal (RFP) to seek responses from internet service providers (ISPs) for projects which would expand access to service to underserved areas within the County, utilizing a combination of private investment, State Capital Projects grant funding and County and local unit American Rescue Plan funds. The RFP approach utilized by two counties (Clinton and Allegan) for similar initiatives was discussed. The team intends on continuing its work to develop an RFP to be utilized. Carmel Township Supervisor Steve Willard also spoke regarding the team's recent meeting and the progress it made in developing a strategy to identify possible projects. Discussion held.

Director Daley also presented and discussed a proposal received for contractual services to ensure that scheduled projects are able to be completed. As was discussed at last month's meeting, the proposal was sought due to schedule concerns caused by position vacancies within the Department. Funding necessary for the contractual services proposal would come from budgetary savings resulting from the position vacancies. Discussion held. It was also reported that as of today there remains one position vacancy in the Department.

Commissioner Lautzenheiser moved to recommend approval of a budget amendment utilizing budgetary personnel expenditure savings within the Technology Services Department for the proposed contractual services in the amount of \$95,545, to the Ways and Means Committee. Commissioner Droscha seconded. Motion carried unanimously.

Chairperson Ridge adjourned the meeting at 4:20 p.m.

The next scheduled meeting of the Information Technology and Communication Committee will be held at 4:00pm on Wednesday, September 7, 2022 in the Board of Commissioners Room in the Eaton County Courthouse located at 1045 Independence Blvd, Charlotte MI 48813.

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Wayne Ridge, Chairperson



## REQUEST FOR PROPOSAL PACKET

Eaton County  
1045 Independence Blvd  
Charlotte, MI 48813

### Broadband Wired Infrastructure Expansion

This Request for Proposal packet incorporates the following documents:

<b>Attachment A – Scope of Work .....</b>	<b>2</b>
<b>Broadband Wired Infrastructure Expansion Partnership Agreement .....</b>	<b>5</b>
<b>Agreement and Scope of Work Clarifications.....</b>	<b>11</b>
<b>RFP Supplement A – Instructions to Service Providers.....</b>	<b>12</b>
<b>RFP Supplement B – Proposal Requirements.....</b>	<b>15</b>
<b>RFP Supplement C – Proposal Evaluation Criteria .....</b>	<b>19</b>

#### Key Dates

Request for Proposals issued .....	September 9, 2022
Deadline for Prebid Questions to be submitted .....	3:00 PM on September 23, 2022
Deadline for County’s response to questions.....	5:00 PM on September 30, 2022
Deadline for Intent to Respond.....	5:00 PM on October 7, 2022
Due date for proposals .....	1:00 PM on November 10, 2022
Tentative Date for Award.....	January 6, 2023

## Attachment A – Scope of Work

### **I. BROADBAND EXPANSION STRATEGY - OVERVIEW**

- 1.1 Through the Eaton County Communication Council, Eaton County has established a priority project to, “Increase the accessible availability of reliable internet connectivity” through the use of American Rescue Plan Act (ARPA) funds or identification/allocation of alternative funds.
- 1.2 In terms of broadband internet service availability, Eaton County has numerous areas that are considered unserved or underserved per the following FCC definitions:
  - 1.2.1 Unserved addresses are defined as having less than 25 Mbps download and 3 Mbps upload.
  - 1.2.2 Underserved addresses are defined as having between 25M down / 3M up and 100 Mbps down / 20 Mbps up.
- 1.3 It is the County’s desire to make broadband internet services of 100 Mbps or higher accessible to all county residents by providing support to Internet Service Providers (ISPs) in building out the wired broadband infrastructure necessary to provide service to the unserved and underserved addresses, collectively defined as the target addresses (“Target Addresses”).
- 1.4 The County has analyzed customer data provided by Connected Nation Michigan and Eaton County GIS to generate the map included in **Exhibit A** which shows all Target Addresses identified in Eaton County. **Exhibit B** represents the percent of addresses in Eaton County without at least 100Mbps internet access by township. **Exhibit C** is the listing of addresses in Eaton County that currently do not have access to at least 100Mbps down / 20 Mbps up internet service. These addresses are represented as “less than 100Mbps or none Available” in Exhibit A.
- 1.5 Public funding programs including, but not limited to, ARPA (American Rescue Plan Act,) CMIC (Connecting Michigan Communities) and BEAD (Broadband Equity, Access and Deployment) are, and are becoming available, to supplement the private sector investments needed to build the infrastructure necessary to deliver broadband internet services to these Target Addresses identified by the County.
- 1.6 Indications are that public funding is more likely to be secured by an ISP when the application is made in a manner consistent with a local unit of government’s overall plan for broadband and is supported/endorsed by that local unit of government. Eaton County desires that ISPs pursue and leverage all available funding sources (e.g. grants, capital, programs, loans, etc.) in order to maximize broadband accessibility.
- 1.7 The County seeks to develop a County-wide comprehensive plan for delivering broadband internet service to all Target Addresses based on proposals received from one or several ISPs. In addition to the County-wide comprehensive plan, the County is seeking a separate plan to deliver broad band internet service for all targeted addresses within Carmel Township, Eaton County, Michigan.

## **2. PARTNERSHIP RESPONSIBILITIES**

### **Service Provider's Responsibilities:**

- 2.1 Upon entering into ~~this~~ the proposed Agreement, if grant funding is being pursued by the Service Provider as part of its proposal, Service Provider shall prepare and submit a grant application(s) for broadband wired infrastructure expansion in a manner consistent with its proposal and according to the funding strategy agreed upon with the County as captured in the Agreement
- 2.2 Before submitting any grant applications, that require County support, Service Provider shall provide a copy of the grant application to the County at least three weeks prior to the submission deadline.
- 2.3 If the funds needed to build the wired infrastructure to support the delivery of broadband internet services are awarded to Service Provider, then Service Provider shall proceed to build that wired infrastructure.
- 2.4 At a minimum, Service Provider shall build its new wired infrastructure within its agreed upon expansion area so that it reaches all Target Address properties (i.e. crosses the property itself, runs through an adjacent right of way/easement, or equivalent) in such a manner that only a final direct network connection across the Target Address property is needed to enable broadband internet service to a customer.
- 2.5 While performing services related to this Agreement, Service Provider shall follow and comply with all applicable laws, ordinances, requirements and regulations governing the construction of broadband infrastructure and providing internet services.
- 2.6 Service Provider shall provide an update to the County, no less than quarterly, on Service Provider's efforts to secure grant funds and if awarded, progress on building the wired infrastructure and making internet services available to residents per the scope of work for which grant funding is awarded. Reporting shall continue for the duration of the grant and scope of work completion.
- 2.7 Unless County funds are awarded for the work (in which case the County shall administer them), Service Provider shall be entirely responsible for grant administration, accounting for expenditures and making all necessary reports, and meeting all grant award requirements and completion timelines as specified by the granting agency.

### **County's Responsibilities:**

- 2.8 If an ISP, selected by the County for inclusion in its broadband initiative, has identified the pursuit of grant funding as part of its funding strategy for broadband wired infrastructure development, then the County may enter into an agreement with that ISP and then support that ISP's efforts to secure any public funds it may need to expand broadband wired infrastructure in a manner consistent with its proposal.
- 2.9 Upon entering into ~~this~~ the proposed Agreement, the County will support Service Provider's efforts to secure the grant funds needed to expand broadband wired infrastructure to the

| Target Addresses for which the Service Provider submitted a bid, or which were otherwise agreed upon.

2.10 Alternatively, or in addition to supporting Service Provider's efforts to secure grant funds, the County may opt to provide Service Provider with some of the funds the County has available for broadband initiatives depending on the final agreed upon funding strategy.

**Coordination of Activities:**

2.11 The County's point of contact for this project is:

John Fuentes  
County Controller  
(517) 543-2122  
[jfuentes@eatoncounty.org](mailto:jfuentes@eatoncounty.org)

**Taxes**

The County is exempt from Federal Excise Tax and Michigan Sales Tax.

**2.12 Invoices**

To the extent that any funding to Service Provider is provided by or flows through the County, all invoices or reimbursement requests with supporting documentation must reference Eaton County Broadband Wired Infrastructure Expansion, itemize services rendered, and be sent by email to [jfuentes@eatoncounty.org](mailto:jfuentes@eatoncounty.org) and [broadband@eatoncounty.org](mailto:broadband@eatoncounty.org), or mailed to:

Accounts Payable  
Eaton County Controller's Office  
1045 Independence Blvd  
Charlotte, MI 48813



## **Broadband Wired Infrastructure Expansion Partnership Agreement**

This Agreement (“Agreement”) is made by and between the **County of Eaton**, 1045 Independence Blvd, Charlotte, Michigan 48813 (“County”) and

### **Service Provider**

Name: \_\_\_\_\_

### **Service Provider**

Address: \_\_\_\_\_

(“Service Provider”). The parties agree as follows:

#### **1. Services**

Service Provider agrees to fulfill the scope of work outlined in Attachment A, contingent upon Service Provider receiving any needed supplemental funds identified in Attachment B – Cost Proposal.

All services are to be provided by the Service Provider subject to the terms and conditions set forth in this Agreement.

Service Provider warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

#### **2. Payment**

*Prior to entering into this Agreement, language for this section will be finalized with Service Provider to reflect any applicable financial dealings between the parties that may be applicable considering how the services to be performed are to be funded.*

#### **3. Term of Agreement**

The term of this Agreement shall begin upon signature by both parties and end upon the scope of work completion and the successful close-out of any grant funding with the funding agency, unless terminated earlier in accordance with Section 4 of this Agreement.

#### **4. Termination of Agreement**

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty days’ written notice to Service Provider.

#### **5. Insurance Requirements**

Service Provider, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Service Provider obtains the insurance required under this Section. Service Provider shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Service Provider shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Service Provider and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Service Provider. All deductibles and self-insured retentions are the responsibility of Service Provider.

A. Worker's Compensation Insurance: Service Provider shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Service Provider's insurance policy.

B. Commercial General Liability Insurance: Service Provider shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Service Providers Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Service Provider shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "Eaton County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Eaton County as additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Eaton County Administrator, [3283-122nd Avenue, Eaton, MI 490101045 Independence Blvd., Charlotte, MI 48813](mailto:3283-122nd-Avenue-Eaton-MI-490101045-Independence-Blvd.,-Charlotte-MI-48813)." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

F. Proof of Insurance Coverage: ~~Under Michigan Compiles Law (MCL) 500.2270 a certificate of insurance does not include a policy of insurance, insurance binder, or policy endorsement. The vendor must comply with chapter 22A of Michigan Public Act 218 of 1956 by providing a copy of the~~ The Service Provider shall provide a certificate of insurance, which includes an endorsement showing Eaton County as an additional insured for each type of insurance required in this Agreement, at least ten business days prior to commencement of services under this Agreement.

Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Service Provider agrees to furnish a Certified Copy.

No payments shall be made to Service Provider until the necessary insurance documents have been received and approved by the County. If any of the above coverages expire during the term of this Agreement, Service Provider shall deliver renewal certificates to the County at least ten days prior to the expiration date.

## **6. Reporting and Review**

Service Provider shall report to the County as required by this Agreement and also upon request. Service Provider shall cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All documents submitted by Service Provider must be dated and bear the Service Provider's name. All reports made in connection with Service Provider's services are subject

to review and final approval by the County. The County may review and inspect Service Provider's activities during the term of this Agreement. After reasonable notice to Service Provider, the County may review any of Service Provider's internal records, reports or insurance policies.

### **7. Indemnification**

To the fullest extent permitted by law, Service Provider shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Service Provider's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Service Provider or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Service Provider under this Section shall survive any termination of this Agreement or completion of Service Provider's performance under this Agreement, and are in addition to any required insurance coverage.

### **8. Independent Service Provider**

To the fullest extent permitted by law, the parties agree that Service Provider is an independent Service Provider; that Service Provider and its employees shall in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Service Provider shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

### **9. Subcontracting**

Service Provider shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County, unless the intent to use subcontractors is clearly stated in the Service Provider's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Service Provider assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Service Provider in providing services under this Agreement. In choosing to use subcontractors, Service Provider shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Service Provider shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between County and Service Provider, and County shall have no relationships or obligations to any subcontractors used by Service Provider in performing work under this Agreement.

## **10. County Employees**

Service Provider shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

## **11. Default**

In the event of default by Service Provider, the County may procure the products or services from other sources and hold Service Provider responsible for any excess costs incurred, in addition to all other available remedies.

## **12. Endorsement Prohibition**

Service Provider shall not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

## **13. Compliance with Laws**

Service Provider shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Service Provider agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Service Provider.

## **14. Nondiscrimination**

Service Provider shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Service Provider, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

## **15. Equal Opportunity Employer**

In signing this Agreement, Service Provider certifies that it is an Equal Opportunity Employer.

## **16. Confidentiality**

Service Provider acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore Service Provider agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

## **17. Service Provider Personnel**

Service Provider's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Service Provider must wear company apparel or other means of identification while performing services under this Agreement.

## **18. Amendment**

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by a duly authorized representative from each party.

## **19. Binding Effect**

This Agreement is binding upon and shall inure to the benefit of Service Provider and the County and their respective legal representatives, successors and authorized assigns, and not for the benefit of any

third parties.

**20. Waiver**

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

**21. Counterparts**

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**22. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

**23. Section Titles**

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting the provisions in this Agreement.

**24. Choice of Law and Forum**

This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Eaton County, Michigan.

**25. Royalties and Patents**

Service Provider shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Service Provider and/or Service Provider's subcontractors and agents.

**26. Debarment or Suspension Status**

In signing this Agreement, Service Provider certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

**27. Conflicts of Interest**

In signing this Agreement, Service Provider certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Service Provider shall immediately inform County regarding same.

**28. Anti-Collusion Statement**

In signing this Agreement, Service Provider certifies that it has not divulged to, discussed or compared its bid with other Service Providers and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after delivery of any product(s) or

service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Service Provider from future bidding opportunities.

**29. Performance and Payment Bonds**

If funding is being provided by the County in an amount that exceeds \$50,000, the following bonds or securities shall be secured by the Service Provider upon full execution of this Agreement. These bonds or securities shall be included in this Agreement and become binding on the parties.

- A. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in this Agreement; and
- B. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Service Provider or its subcontractors for the performance of the work provided for in this Agreement. The bonds shall be an amount equal to 100% of the price specified in this Agreement.

**30. Entire Agreement**

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

- 1. This Broadband Wired Infrastructure Expansion Partnership Agreement
- 2. Agreement and Scope of Work Clarifications
- 3. Attachment A – County’s Scope of Work issued with RFP on September 9, 2022
- 4. Attachment B – Service Provider’s Proposal received and opened by County on November 10, 2022.

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

Service Provider:

County:

\_\_\_\_\_  
Sign: \_\_\_\_\_  
Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John FuentesJeremy Whittum

Title: \_\_\_\_\_  
Board of Commissioners

Title: ~~\_\_\_\_\_~~County ControllerChairman.

Date:

Date:

## **Agreement and Scope of Work Clarifications**

Service Provider questions and the County's responses posted during the open bidding process as RFP Clarifications will be included here wherein they modify or clarify the terms of this Agreement or the scope of work outlined in the RFP.

Final decisions on quantities and any limits to the scope of work shall also be noted here once project costs have been evaluated by the County.

The County will discuss and negotiate any additional modifications or clarifications made after the proposal due date with the Service Provider prior to incorporating them into this Agreement.



## **RFP Supplement A – Instructions to Service Providers**

### **3. HOW TO PARTICIPATE IN THE CONTRACTING PROCESS**

Internet Service Providers (ISPs) interested in responding to this Request for Proposal (RFP) must follow the bidding process outlined below. The County will not reimburse firms for any expenses incurred in preparing and submitting proposals in response to this RFP. Copies of this RFP in Microsoft Word format are available upon request. Should prospective ISPs require further information or clarification, contact the County at [broadband@eatoncounty.org](mailto:broadband@eatoncounty.org). All deadlines are ~~prevailing~~ Eastern ~~Prevailing~~ Time.

#### **3.1 Proposal and Contract Examination**

Before submitting a proposal, ISPs should carefully examine the entire RFP packet. By the submission of a proposal, an ISP will be understood to have read and be fully informed as to the contents of this RFP packet and accepting of the terms and conditions herein, unless noted in the proposal submitted by the ISP and affirmed in any final agreement by the County.

#### **3.2 Service Provider Inquiries – due by 3:00 p.m. on September 23, 2022.**

Should an ISP find any discrepancies, omissions, ambiguities, or conflicts within the RFP packet, be in doubt about their meaning, or have any questions about the RFP process or the scope of work, they should bring such questions in writing to the attention of:

John Fuentes – County Controller  
Eaton County – Courthouse Building  
1045 Independence Blvd  
Charlotte, MI 48813  
[broadband@eatoncounty.org](mailto:broadband@eatoncounty.org)

#### **3.3 County Response – posted by 5:00 p.m. on September 30, 2022.**

The County will compile and review all questions received from ISPs and post responses to the County website as an RFP Clarification. Clarifications modifying the Agreement or Scope of Work will be incorporated into the final Agreement. The County will not be responsible for any oral instructions.

#### **3.4 Proposal Submission – due by 1:00 p.m. on November 10, 2022.**

ISPs may mail or deliver 10 hardcopy proposals in an envelope marked **Broadband Wired Infrastructure Expansion** to:

John Fuentes – County Controller  
Eaton County – Courthouse Building  
1045 Independence Blvd  
Charlotte, MI 48813

It is the sole responsibility of the ISP to ensure that the proposal reaches County by the specified deadline.

### **3.5 Withdrawal of Proposals**

A written request for the withdrawal of a proposal or any part thereof will be granted if the request is received by the Project Management Specialist prior to the specified proposal due date and time. Proposals, amendments thereto, or requests for withdrawal of proposals received by the Project Management Specialist after the specified proposal due date and time will not be considered.

### **3.6 Freedom of Information Act**

All information submitted by an ISP in a proposal and any resulting contract is subject to the Michigan Freedom of Information Act and may not be held in confidence by the County after a proposal is opened or contract awarded. All proposals shall be available for review after County staff has evaluated them.

## **4. CONSIDERATIONS FOR THE COST PROPOSAL**

### **4.1 Discounts and Incentives**

The County will consider an ISP's capital contribution to the construction of the broadband network in each individual proposal prior to determining the successful ISP(s).

### **4.2 Quantities**

The quantities or usage specified on the Cost Proposal Form are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the County as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for an ISP's information only and will be used for bid tabulation and cost comparison. The County reserves the right to increase or decrease quantities until contract is finalized.

## **5. PROPOSAL EVALUATION AND CONTRACT AWARD**

In evaluating proposals and awarding contracts, the County will use the following process:

### **5.1 Proposal Evaluation**

Proposals will be evaluated and scored by an evaluation team using the criteria specified in RFP Supplement C – Proposal Evaluation Criteria. Compiled scores from all eligible proposals will form the basis for recommending a contract award.

### **5.2 Supplemental Information**

During the evaluation process, the County reserves the right to request additional information, clarifications or pricing from an ISP, or to allow corrections of errors or omissions.

### **5.3 Service Provider Presentations, Product Demonstrations and Interviews**

At the discretion of the County, as part of the evaluation process, an ISP submitting proposal may be requested to make a presentation and/or be interviewed in person or

remotely. Should this become necessary, the County will contact the ISP and expects them to be available at a location determined by the County within two weeks of being notified. ISPs shall not receive payment from the County for costs that may be incurred through this step in the evaluation process.

#### **5.4 Contract Finalization**

Should any material changes to the Agreement, Scope of Work or ISP's proposal need to be clarified or negotiated, a revised agreement may be drafted and sent to ISP for review and signature.

#### **5.5 Contract Award**

The County anticipates meeting with ISPs selected for partnership based on proposals received in response to this RFP to clarify, discuss and negotiate a final proposed agreement that captures the proposed funding strategy and Target Addresses to be served by that ISP as part of the County's comprehensive broadband infrastructure plan. This plan will then be presented to the County Board of Commissioners for final approval to award grant funds and/or support selected ISPs in securing grant funds depending on the proposed funding strategy. If the plan is approved, service providers included in the plan will be notified so contracts can be fully executed.

#### **5.6 Rejection of Proposals**

The County reserves the right to reject any and all proposals or to accept the proposal or any part thereof which it determines to best serve the needs of the County and to waive any informalities or irregularities in the proposals. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

## RFP Supplement B – Proposal Requirements

### **6. PROPOSAL REQUIREMENTS**

#### **6.1 General Instructions**

All ISPs are encouraged to submit a proposal.

Before submitting a proposal, ISPs should carefully examine the entire RFP Packet and have a full understanding of the contents needed for a proposal. Submission of a response constitutes an ISP's understanding of the contents of this RFP.

Any erasures or corrections to this RFP packet or the ISP's proposal must be initialed in ink by the ISP. The Agreement and Cost Proposal Form must be typed into or filled out with pen and ink and be signed in longhand, in ink, by a principal authorized to make contracts.

#### **6.2 Proposal Organization and Length:**

An ISP's proposal and all supporting documentation should be organized and formatted to ensure the County receives only the most relevant information necessary to select an ISP.

In responding to proposal content requested in Section 8-7 below, please reference the number and the question before each response and respond in sequence of the questions asked.

### **PROPOSAL CONTENT**

#### **7. 7.1 Company Information:**

7.1.1 State the legal name under which your firm carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.

7.1.2 Identify the location of the office from which work described herein will be managed and the year that office was established if other than above.

7.1.3 Provide the contact information (name, title, telephone number and email) for the representative submitting the proposal on behalf of your firm.

7.1.4 Indicate whether any disciplinary action has been taken or is pending against your firm by state regulatory bodies, professional organizations, or through legal action in the past five years. If no, so state. If yes, detail the circumstances and current status of such action.

#### **7.2 Company Experience:**

7.2.1 Provide a brief overview of your firm's broadband infrastructure development efforts over the past decade, particularly in or around Eaton County.

7.2.2 Describe your firm's current broadband network footprint in Eaton County, including the number of addresses served and the level of service being provided.

7.2.3 Explain your company's strategy for ongoing development of internet service offerings over the next three years and identify the competitive advantages you feel your firm may have over other service providers operating in and around Eaton County.

### 7.3 **Network Infrastructure Design**

The County seeks a long-term infrastructure investment. As such, the County will only accept proposals for broadband wired network solutions, e.g. fiber or hybrid fiber coax. Describe the type of broadband wired network infrastructure your firm will construct to supply internet service for new service areas in Eaton County.

7.3.1 State the maximum upload and download speed that your network design will support.

7.3.2 Describe the features of your firm's network that promote reliability and consistent service to your customers.

7.3.3 Describe the features of your firm's network design that will support any future expansion that may be necessary to accommodate the construction of new homes and businesses.

### 7.4 **Customer Connection and Services**

7.4.1 Confirm that all customers will have a minimum of 100M download speed and 20M upload speed available to them and whether the proposed infrastructure will deliver 100M symmetrical speeds which would be the County's preference.

7.4.2 Describe how your firm will notify Target Addresses within an expansion area that your firm is building new broadband infrastructure and explain how internet services will be advertised and marketed once they are available.

7.4.3 Describe whether your firm's proposal includes the connection of each Target Address to the network (provided owner gives permission) so that the customer at the Target Address can initiate services at any time with just an in-home installation or whether additional cabling will need to be run between the customer's home/business and the network access point on or adjacent to their property.

7.4.4 If additional cabling will be needed for the connection (per Section 87.4.3) resulting in charges to the customer, provide a detailed explanation of the pricing structure for making this connection to the home/business (e.g., is there a cost per foot of cable, is a certain distance covered with basic installation service but there are charges for distances beyond that, is there a cost for the equipment or installation of a demarcation point to the house/business, etc.)

7.4.5 Note whether there will be any differences in costs for installation, equipment or service for homes and businesses that initiate service and become customers when the network first becomes available versus one year later.

7.4.6 Describe basic installation services, standard equipment and any customer costs associated with installation.

7.4.7 Describe any optional equipment and installation/wiring services that may be available along with associated customer costs.

7.4.8 Note system compatibility with third-party routers if customers wish to supply their own router.

7.4.9 Provide details about your customer support processes and standards (i.e., hours during which support is available and methods by which it is accessible – phone, email, chat, etc.).

## 7.5 Internet Plans and Rates

7.5.1 Explain the current and/or proposed pricing plans and speed guarantees to be offered to your firm’s clients in Eaton County. Pricing must reflect unbundled rates for internet service.

7.5.2 Provide details about the low-income rate plan(s) your firm offers that are compliant with ARPA funding requirements.

## 7.6 Funding Strategy

7.6.1 Use the map included in Exhibit A to delineate the groups of Target Addresses to which your firm is committed to expand broadband wired infrastructure and provide internet service to, hereafter referred to as “Bid Zones”, should the required funding become available. If different groups of Target Addresses have different costs due to proximity to existing infrastructure or other factors, groups of Target Addresses your firm is committed to serving can be divided up into multiple Bid Zones that need not be contiguous. A hardcopy map showing each Bid Zone should be included with the proposal. If possible, proposals should include an ESRI shapefile with projection information containing a polygon boundary delineating each Bid Zone. If costs for multiple Bid Zones are being submitted, please ensure that each Bid Zone is uniquely identified with a letter designation (i.e., “Bid Zone A”).

7.6.2 For each delineated and uniquely identified Bid Zone, provide the following information on costs and funding needs (the table below does not need to be used for supplying this information but the content requested must be provided):

Bid Zone ID	
Bid Zone description	
Road miles	
Number of Target Addresses	
Grant or other funding already awarded to ISP	\$
ISP Capital Investment	\$
Funding requested from Eaton County	\$
Additional funding needed	\$
Source of additional funding (if known)	
Total Cost to Build	\$

7.6.3 For each Bid Zone identified, attach a list of Target Addresses for which internet service will be made available upon completion of the expansion should the requested funding be secured. This list of Target Addresses must be submitted in one of the following digital formats - ESRI shapefile, map project, Microsoft Excel Spreadsheet or Comma Separated Values file

7.6.4 Provide any additional information on your firm's funding strategy that might be applicable and can't be readily captured on the map or in the table.

The map with identified Zones (Section 87.6.1) and the Cost Table outlining funding needs and the cost to build (Section 87.6.2) along with other information submitted by an ISP in its proposal will be used by the County to develop its comprehensive county-wide broadband expansion plan and negotiate agreements designed to expand broadband infrastructure within the County and make internet services available to the maximum number of Target Addresses.

## 7.7 **Proposed Work Plan**

7.7.1 Once funding is secured, state approximately how many months infrastructure construction is anticipated to occur and how many months after funding is secured would all residents in each Zone be able to sign-up for internet services.

7.7.2 If funds from Eaton County are included in your firm's overall funding strategy, confirm that all funding can be contractually committed by 12/31/2024 and all work can be completed by 12/31/2026.

7.7.3 If your firm intends to subcontract portions of the work, describe the work to be subcontracted and the name of the subcontractor (if known).

## 7.8 **Contract Agreement:**

7.8.1 Note any concerns with the language in the County's Standard Agreement. ISPs will be required to sign an agreement with the County in order to receive funds or secure the County's support for requesting funds should the ISP be selected for inclusion in the county-wide broadband expansion plan.

7.9. Certificate of Compliance.

7.9.1 All proposals shall include a completed and signed Certificate of Compliance with Public Act 517 of 2012 (attached) that the bidder is not an “Iran-linked business.”



## RFP Supplement C – Proposal Evaluation Criteria

County will review and evaluate Service Provider’s proposal in accordance with the requirements of this RFP and score it using the matrix below. The decisions and opinions of the evaluation committee regarding proposal reviews are final and cannot be appealed.

References may be checked to verify accuracy and results from reference interviews or questionnaire responses may be scored and added to the evaluation at County’s discretion.

Service Provider may be requested to make additional written submissions or presentations to County, the results of which may be added to the evaluation.

Proposals will be scored relative to other proposals using the following rating scale:

<b>0</b>	-3	-1	<b>5</b>	+1	+3	<b>10</b>
<b>Min. Score</b>	Per Major Concern	Per Minor Concern	<b>Initial Default Score</b>	Per Minor Benefit / Plus	Per Major Benefit / Plus	<b>Max. Score</b>

<b>Submission (failure to meet these requirements may be cause for bid rejection)</b>					
Bid proposal received <b>complete and</b> on time			Yes / No		
Correct number of copies received			Yes / No		
Any disciplinary action within the past 5 years			Yes / No		
Contract Agreement Acknowledged			Yes / No		
<b>Scope of Work (Attachment A)</b>		<b>Score (0-10)</b>	<b>Weight</b>	<b>Points</b>	<b>Max. Points</b>
8.1	Company Information		x 1 =		10
8.2	Company Experience		x 3 =		30
8.3	Network Infrastructure Design		x 4 =		40
8.4	Customer Connection and Services		x 4 =		40
8.5	Internet Plans and Rates		x 4 =		40
8.6	Funding Strategy and Costs		x 8 =		80
8.7	Proposed Work Plan		x 3 =		30
8.8	Contract Agreement		x 1 =		10
	Proposal Quality and Completeness		x 1 =		10
<b>Total Points</b>					<b>290</b>

**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012**

I certify that neither \_\_\_\_\_ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this Request for Proposals, Company will not become an "Iran Linked Business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Subscribed to and sworn before me,  
a Notary Public, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, State of Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_