

Benton County, Minnesota



REQUEST FOR Information (RFI) ARPA Broadband Partnership Proposals

Benton County, Minnesota

Proposals are due by 5:00 P.M. CST on April 11, 2022

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Introduction

Benton County, Minnesota, has been awarded State and Local Fiscal Recovery Funds (SLRF) by the Treasury Department under the American Rescue Plan Act of 2021 (ARPA). The funds are to be used by local units of government to fund infrastructure improvements such as water, sewer, and broadband. The County is interested in allocating a portion of this funding for broadband expansion in the county. This RFI is seeking one or more qualified Internet Service Providers to build and operate fiber optic networks within the county in partnership with the County using SLRF funds.

1 Project Overview

Potential projects must be located entirely within Benton County. The County is utilizing the State of Minnesota's definitions of the following terms as defined in MN Statute 116J.394.

1. Broadband
2. Broadband Infrastructure
3. Last-Mile Infrastructure
4. Unserved Areas
5. Underserved Areas

A map of these areas is included in Attachment A. We can provide a shapefile of the unserved and underserved map upon request.

Respondents must propose to bring service to one or more specific Service Areas. The proposal should include maps and provide shapefiles that clearly define the boundaries of each proposed Service Area. Proposed Service Area(s) must be located in unserved and underserved areas of the county as shown on the map in Attachment A. The County is open to proposals that cover only some portion of the unserved and underserved areas, and the County might partner with multiple ISPs to cover different parts of the county as a result of this RFI.

Other project requirements are:

1. Only fiber optic last-mile infrastructure projects will be accepted.
2. Projects must be capable of offering symmetrical gigabit services and be scalable to multi-gigabit services in the future.
3. The ISP must be willing to offer service to every home and business in the proposed service area.
4. The ISP will own and maintain the network for a period of 5 years. Ownership or operation may not be transferred without prior written approval from the County.
5. Providers must have or be able to obtain ETC status in Minnesota within 6 months of award.
6. The ISP must commit to complying with all SLRF and ARPA guidelines for the project.
7. Proposers should be aware that there are unserved and underserved parts of the county that were tentatively claimed by ISPs in the RDOF award in December, 2020, but which have not yet been awarded by the FCC. The County is open to accepting proposals that cover the RDOF areas, with the understanding that decisions made by the FCC might

affect the eligibility of the County to make awards in areas that might receive RDOF funding.

2 General Requirements

The Respondent to this RFI must be the ISP that will be providing the retail broadband service in the Service Area(s). The ISP is not expected to perform all of the tasks associated with engineering and constructing the network with its own personnel and may partner with subcontractors as needed. The RFI asks Respondents to provide the following items as described in Section 4.4 of the RFI:

1. Company Description
2. ISP Financial Viability
3. Experience as an ISP
4. A detailed description of any Matching Funds such as RDOF, ACAM, Border to Border, Township ARPA, etc.
5. The ability to meet the desired engineering and technical requirements.
6. The ability to meet the desired operational parameters
7. The proposed schedule for completing construction.
8. Description of any subcontractors

The County will not accept RFI responses from any proposal that does not offer a complete solution. For example, we are not interested in responses from engineering firms or other vendors that are interested in being a party to the response. All such parties should partner with an ISP to make a unified response.

After reviewing the initial responses, the County might require additional information from successful respondents, such as additional financial information and professional engineering approval of final network designs.

Respondent should propose the amount of funding it hopes to receive from the County for each proposed Service Area. Once the County makes awards as a result of this RFI, there will be no additional funding provided by the County. The respondent is free to pursue supplemental grant funding elsewhere and should describe your other planned sources of funding, including grants, internal equity, or debt. Respondent should note if your willingness to take County funds is contingent on winning any other grant funding.

Note that there might be some additional SLRF funding available from Townships in the Service Area suggested by a respondent. We prefer that a respondent not contact Townships until after we have agreed to award County grant funding for a given Township.

Note that the County has hired Finley Engineering and CCG Consulting as technical advisors for the RFI and later stages of this project. Those firms are recusing themselves from any work associated with projects covered by this RFI and the County grants.

3 RFI Instructions, Definitions, and Schedule

The proposal should be prepared simply and economically, providing straightforward and concise descriptions of the respondent's ability to satisfy the requirements of the RFI. False or inaccurate information will result in the rejection of the proposal. Once a proposal has been submitted, changes or substitutions may not be made without the prior written consent of the County.

3.1 Examination of Documents

Respondent should carefully examine this RFI. It is the respondent's responsibility to become familiar with the proposed Service Area(s). It will be assumed that the respondent will have done such inspection through examinations, inquiries, and investigation.

Respondent shall address all items as specified in this RFI. Failure to address specified items may disqualify a Respondent from further consideration.

Submission of a proposal shall constitute evidence that the respondent has made all the above-mentioned examinations and is free of any uncertainty with respect to conditions that would affect the execution and completion of this project.

3.2 RFI Modifications

The County reserves the right to modify or change any information presented in this RFI as more information becomes available. Any RFI modifications will be provided to all known interested parties by email.

3.3 Responsibility for Costs

The respondent shall be fully responsible for all costs incurred in the development and submission of the proposal and any other costs incurred prior to the issuance of a contract between the County and a respondent. The County shall not assume any contractual obligation as a result of the issuance of a proposal request, the preparation or submission of a proposal, the evaluation of proposals, or the final selection of a proposal.

3.4 RFI Inquiries

All inquiries and questions about this RFI must be emailed to:

Montgomery Headley
Benton County Administrator
MHEADLEY@co.benton.mn.us

3.5 RFI Submittal

3.5.1 Deadline

One electronic copy of the RFI response must be delivered by email to the County at the email address listed below by no later than **5:00 P.M. CST on April 11, 2022**. This proposal should consist of a single PDF file plus any additional shapefiles or map files to define Service Area(s). The County will not accept mailed or hand-delivered hard copies. It is the respondent’s responsibility to make certain that the RFI is delivered on time. Late submittals will not be considered.

Deliver the response to the RFI by email to:

Montgomery Headley
Benton County Administrator
MHEADLEY@co.benton.mn.us

3.5.2 RFI Questions

All questions pertaining to this RFI must be submitted by email to:

Montgomery Headley
Benton County Administrator
MHEADLEY@co.benton.mn.us

Questions are due by email by March 28. The County will provide written responses to all questions and will circulate the questions and responses to all known interested parties by March 31.

3.5.3 Schedule of Activities

The County has established the following schedule:

Issue RFI		March 14, 2022
Mandatory Pre-conference Virtual Meeting	10:00 CST -	March 21, 2022
Final acceptance for Respondent questions		March 28, 2022
County will respond to all questions by		March 31, 2022
RFI responses due by email		April 11, 2022
In-person Interviews		April 26, 2022
Select ISP(s)		TBD
Negotiate Contract		TBD
Commence the project		TBD

Respondents should note there is a mandatory virtual conference to discuss the RFI and the answer questions at 10:00 CST on March 21. Interested parties should contact Montgomery Headley at the email address above to get instructions on how to connect to the virtual meeting.

3.5.4 RFI Format

In order to facilitate a timely and fair evaluation of RFI proposals, a standard response format has been developed and is documented in this section. All Respondents are required to format their proposal in a manner consistent with the guidelines below:

Section	Topic
1	Letter of Transmittal
2	Executive Summary
3	Respondent Information
4	Engineering and ISP Services
5	Additional Information

The topics must be organized under the specific section as stated above and indicated appropriately. Each topic must be addressed in the proposal, or the proposal may be rejected.

3.5.5 Authorized Representative

Respondent should indicate the name, title, and contact information of the person who will be authorized to enter into an agreement with the County if selected.

3.6 Confidentiality

The County shall use reasonable efforts to preserve the confidentiality of any proprietary or confidential information submitted by the respondent which is clearly designated and identified as such. Given that the County is a governmental entity, it has commitments and obligations subject to “freedom of information” laws or similar statutory disclosure requirements. The County is subject to full compliance with these laws and statutory requirements. Compliance with these laws or statutes shall be deemed not to constitute a breach of requested confidentiality of a given proposal response to the RFI.

3.7 Effective Period of Proposal

The proposal shall be binding upon the respondent for one hundred and twenty (120) days after the proposal due date.

3.8 Exceptions

The respondent must agree to abide by the procedures set forth in this RFI. Material modifications in the description or responsibilities of the respondent will not be accepted.

3.9 Proposal Disposition

Any proposals received in response to this RFI shall become the property of the County.

3.10 Selection Process

The County will evaluate each respondent's information to determine the winner(s) of the RFI. The County will be the sole judge and will have complete discretion in selecting the successful respondent(s). The County may reject any or all proposals, may request modifications to proposals, may request new proposals, and may request in-person or online interviews with one or more respondents.

3.11 Evaluation Criteria

The County intends to select and contract with the respondent(s) that demonstrate the highest degree of technical expertise and that demonstrate competence as an ISP. The County will evaluate each proposal and will make decisions based on the following criteria:

- Conforming to the RFI and the project approach.
- Qualifications and experience of the proposed engineers and construction contractors, and other key staff or subcontractors.
- Operational experience of the ISP.
- Financial strength and stability of the ISP.
- The Respondent that offers the best combination of prices, customer service, maintenance and repair practices is providing ISP broadband services to households and businesses.
- Proposed project timeline.
- Experience operating in Minnesota.
- Any other related factors deemed important by the County.

If for any reason the County and a Respondent cannot agree on a contract, the County may re-evaluate and select from the remaining Respondents.

4 RFI Response Requirements

4.1 Letter of Transmittal

Please provide a one- or two-page transmittal letter with the following:

- A brief statement of the respondent's understanding of the proposed partnership; this should be no more than two pages.
- Highlights of the respondent's qualifications and ability to perform the proposed solution.
- Provide the name, title, phone number, email address, and street address of the person(s) in the respondent's organization who will respond to questions about the RFI response.

4.2 Overview of the Project

Provide an executive summary (no more than two pages) that describes why the County should consider the respondent as a partner to serve the proposed Service Area(s) and that discusses the benefits of working with the respondent.

Provide the following detail on each specific proposed Service Area:

- Provide a map, an estimate of the number of passings covered, and the route miles of fiber that must be constructed.
- Provide an estimated construction budget to bring broadband to each Service Area.

4.3 Respondent Information

4.3.1 Company Overview

Provide an overview including the following information about the respondent:

- Company name, date established, number of employees, business address, phone number, and website.
- Other lines of business conducted by the respondent.
- Description of any recent mergers or acquisitions.

4.3.2 Financial Viability

Please provide information to demonstrate the financial viability and stability of the ISP. If the ISP has declared bankruptcy within the last ten years, please describe the resolution of the bankruptcy. Describe any pending lawsuits related to the ISP business.

4.3.3 Experience – ISP

Describe communities in Minnesota where the respondent operates as a retail ISP for both residents and businesses.

- List all communities served in Minnesota, and list other States where Respondent is an active retail ISP.
- List communities served using gigabit fiber technology.
- How many broadband customers does the respondent have in Minnesota? In other states?
- How long has respondent been serving customers in Minnesota?
- How many employees does the respondent have in Minnesota?

4.3.4 Matching Funds

If the County grant does not cover the full cost of serving the proposed Service Area(s), please provide an estimate of any additional matching funds that the

respondent will bring to the project. Describe how any matching funds will be financed using debt, equity, or other grants.

4.4 Engineering and ISP Services

4.4.1 Technical Compliance

Overall Design Parameters. The ISP should describe its technical approach for bringing gigabit service to the Serving Area(s). Please provide a high-level overview of the following technical issues involved in bringing the proposed solution:

- What technology are you proposing?
- What mix of aerial and buried fiber are you proposing?
- Describe your design philosophy for determining the size of customer nodes and for the expected level of oversubscription.
- Provide information about key company personnel that will be working on this project. Information should include a short resume, a description of the role for this project, and their availability to work on this project.
- How might the ISP minimize any impacts from the current problems with the supply chain?

Engineering Requirements. Please verify that you are ready and able to meet the following requirements in the way you will engineer the network in the proposed Service Area(s).

- A Professional Engineer licensed in Minnesota shall approve all network designs.
- A fiber network should be designed to pass every home, business, and government location within the Service Areas(s).
- The network should be capable of delivering symmetrical gigabit bandwidth or faster to every subscribed customer in the Service Area(s).
- The design will incorporate a drop network access point (NAP) design that will enable the easy placement of a fiber drop to premises that take service.
- The network should be designed so that it will continue to provide the promised broadband speeds at the expected busy hour when the network carries the most local broadband traffic.
- Respondent should provide independent inspection of the construction process (meaning the inspectors are independent from, and not employed by the respondent) so that the constructed network meets the design specification of the network. Please describe your proposed process for construction inspection and describe the functional independence of the inspectors.
- Respondent must certify that it will adhere to all local regulations concerning rights-of-way, permitting, and construction practices,
- Respondent must provide a copy of the final construction / as-built drawings to the County in electronic format to be approved by the County at the end of construction.

- Respondent shall adhere to all national standards related to fiber construction and fiber electronics, as follows.

- NATIONAL ELECTRICAL CODE, NFPA 70

The National Fire Protection Association has acted as the sponsor of the National Electrical Code (NEC) since 1911. The original Code was developed in 1897 as a result of the united efforts of various insurance, electrical, architectural, and allied interests. The purpose of the NEC is the practical safeguarding of persons and property from hazards arising from the use of electricity. The NEC provides the minimum code requirements for electrical safety. In telecommunications distribution design, the NEC must be used in concert with the ANSI/EIA/TIA standards identified below, which are intended to insure the performance of the telecommunications infrastructure.

- ANSI/TIA/EIA STANDARDS

The Telecommunications Industry Association/Electronics Industry Association (TIA/EIA) engineering standards and publications are designed to serve the public interest by eliminating misunderstandings between manufacturers and purchasers. The standards facilitate interchangeability and improvement of products and assist the purchaser in selecting and obtaining the proper product for his or her particular needs.

The TIA/EIA Standards are updated every five years. Due to the rapid changes in the telecommunications and electronics industries, TIA/EIA publishes periodic Telecommunications Systems Bulletins (TSB), which provide additional guidance on certain technical issues that must be addressed prior to the next scheduled revision of the standards. The information contained in TSBs is usually incorporated into the applicable standard during the next standards revision. Standards and publications are adopted by TIA/EIA in accordance with American National Standards Institute (ANSI) patent policy. The TIA website is: <http://www.tiaonline.org/>

- FIBER OPTIC TEST STANDARDS, TIA/EIA-526 (SERIES)

The TIA/EIA-455 series, together with its addenda, provides uniform test procedures for testing the fiber optic components intended for, or forming a part of, optical communications and data transmission systems. This series contains standard test procedures for optical fibers, cables, transducers, and connecting and terminating devices.

- CUSTOMER-OWNED OUTSIDE PLANT (OSP), ANSI/TIA/EIA-758

The ANSI/TIA/EIA-758 provides industry standards for the design and construction of customer-owned OSP infrastructure. Unless specified

otherwise by one of the cities, the fiber network should be designed and constructed to be in compliance with ANSI/TIA/EIA-758.

○ NATIONAL ELECTRIC SAFETY CODE

The NESC sets the ground rules for the practical safeguarding of persons during the installation, operation, or maintenance of electric supply & communication lines & associated equipment. It contains the basic provisions that are considered necessary for the safety of employees & the public under the specified conditions. The NESC continues to be a stronghold in the U.S. electrical industry & communications fields and serves as the authority on safety requirements for power, telephone, cable TV, & railroad signal systems.

4.4.3 ISP Operations

The respondent should provide a high-level discussion describing how you will operate the ISP business. Please respond to the following questions and issues:

- What are the respondent’s expectations in terms of your achieved customer penetration rates by year three after the end of construction? By year five?
- The County hopes for affordable broadband rates. Please provide your broadband products by speed and price for residents and businesses. Describe any additional products and rates for ancillary charges for modems, WiFi routers, etc.
- The ISP must offer a reduced-cost broadband product to low-income homes that qualify for a discount as defined by the newly created Affordable Connectivity Program as defined by the Infrastructure Investment and Jobs Act. Respondent should either agree to participate in that program or describe how it can offer an equivalent discount.
- The County is hoping for a quality customer service experience for residents. Please answer the following questions along with any other information you care to provide about your customer service:
 - Where are your closest fiber-based broadband customers to the county?
 - Where is the nearest office to County that includes live customer service agents? What’s the location where calls from customers will be answered.
 - Where will be the home location for any outside technicians who will be assigned to the Service Area(s)?
 - Respondent shall provide no less than two references who can describe the respondent’s level and quality of customer service.
- For a period starting with the execution of a contract with the County for this project and lasting until two years after completion of construction, the Respondent will not charge customers in the Service Area(s) any non-recurring charges to be connected to the network.
- What other construction projects are you anticipating other than this one in 2022 and 2023?

4.4.4 Project Schedule

ARPA funding requires that construction must be completed by December 31, 2026. The County hopes to have operational networks well before that date. Describe the expected timeline for the project if you were to be awarded the project. When might the first customer be served?

4.4.5 Subcontractors

Identify all known subcontractors.

- Provide the subcontractor company information and its qualifications.
- List other projects within the last two years where you have worked with the subcontractor.
- Describe how you manage subcontractors.
- For any subcontractors that have not yet been identified, describe the process for finding subcontractors.

4.5 Additional Information

Please include any information that was not requested elsewhere in the RFI and that you think should be considered.

5 Payment

The County and Respondent will enter into a contract that will define the payment terms and deliverable obligations of the respondent. Payment terms will be negotiated with each respondent.

As part of the process, the County will have a fiduciary role to make certain that the respondent is completing the needed work and is billing the County properly for the completed work. For now, in response to this RFI, we'd like to hear about any concerns that the Respondent has with the proposed process.

6 General Provisions of Contract

The County expects that a contract will be negotiated with any ISP that will receive County grant funds. That contract will likely include most of the following terms. In your response, let us know if any of these requirements will be a problem.

6.1 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the respondent agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the

foregoing provision in all subcontracts awarded hereunder.

6.2 Safety: Respondent shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The respondent shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning OSHA and all applicable state labor laws, regulations, and standards. The respondent shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) that may be imposed on the County because of the respondent's, subcontractor's, or supplier's failure to comply with the regulations.

6.3 Ownership, Publication, Reproduction, and Use of Materials: All work products of the respondent, which results from this contract will be the exclusive property of Benton County. No material produced in whole or in part under the negotiated contract shall, during the life of the negotiated contract, be subject to copyright in the United States or in any other country. Permission and approval must be obtained from Benton County before any report, handbook, manual, interim data, or results are published in any medium. Draft copies of all deliverables must be prepared by the respondent and reviewed for approval by Benton County before publication. The consultant, subject to the approval by Benton County, shall have the authority to publish, disclose, distribute, and otherwise use in whole and part, any reports, data, or other materials prepared under the negotiated contract. All maps provided for each item identified in the scope of work to clarify findings, data, projections, and trends must be clear and concise in their purpose and delivery. When available, GIS information shall be provided to the County in electronic form compatible with or easily converted to ArcGIS software.

6.4 Conflicts of Interest: No official or employee of Benton County who is authorized in his or her capacity to negotiate, accept, or approve, or to take part in negotiating, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for Benton County in connection with the project shall have, directly or indirectly, a financial or other personal interest other than his or her employment or retention by Benton County in any contract or subcontract in connection with such project. No officer or employee or such person retained by Benton County shall have, directly or indirectly, any financial or other personal interest in a project unless such interest is openly disclosed upon the public records of Benton County.

6.5 Responsibilities for Acceptance: Benton County will, in all cases, determine the quality, acceptability, and fitness of the deliverable products that are to be paid for and will decide all questions that may arise as to the fulfillment of the contract. Benton County Board of Commissioners will ultimately make the decision for acceptance/rejection of any submitted proposals. Benton County will have the right to correct any clerical, mathematical, or minor errors or omissions in the technical specifications when such corrections are necessary for the proper fulfillment of this document.

6.6 Assignment: The contractor shall not assign or transfer the contractor's interest in the negotiated contract without the express written consent of Benton County. Contractor shall be responsible for the performance of all subcontractors. Any attempt to so assign or so transfer

without such consent shall be void and without legal effect and shall constitute grounds for termination.

6.7 Termination: Benton County may terminate the contract at any time for breach of contractual obligation, convenience, or non-appropriation of funds by providing the respondent with written notice of such termination. Should the County exercise its right to cancel the contract for such reasons, the termination shall become effective on the date as specified in the notice of termination sent to the respondent.

6.8 Amendments: The terms of the negotiated contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by a written instrument signed by both parties.

6.9 Successors of Interest: The provisions of the negotiated contract shall be binding upon and shall ensure to the benefit of the parties and their respective successors and assignees.

6.10 Waivers: The failure of Benton County to enforce any provisions of this contract shall not constitute a waiver by Benton County of that or any other provisions.

6.11 Notice: All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as designated hereafter in writing by the parties.

6.12 Hold Harmless: The contractor shall indemnify, hold harmless and defend the County, its officers, agents, employees, and members against any and all liability, loss, cost, damages, expenses claims, suits, or actions, including attorney's fees which the County, its officers, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of respondent, its agents, its subcontractors, servants or employees, in the execution, performance, or failure to adequately perform respondent's obligations pursuant to this contract. of whatsoever nature resulting from or arising out of the activities of the contractor or its subcontractors, agents, or employees under the negotiated contract.

6.13 Independent Respondent: It is hereby understood and agreed that any and all employees of the contractor and all other persons employed by the contractor in the performance of any of the services required or provided for under the negotiated contract shall not be considered an employee of Benton County and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said contractor's employees while so engaged in any of the services to be rendered under the negotiated contract by the contractor shall in no way be the obligation or responsibility of Benton County.

6.14 Intellectual Property Indemnification: Respondent warrants that any materials and, or work product provided or produced by the prime contractor or subcontractors, utilized in the performance of this contract, will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the County, upon prompt notice from the County of such claim, contractor, at its expense, shall

indemnify and defend the County against any loss, cost, expense or liability, including attorney's fees, arising out of such claim. If such claim occur, or is likely to occur, contractor shall either procure for the County the right to continue using the materials and, or work product, or replace or modify the materials and, or work product. If an option satisfactory to the County is not reasonably available, upon the written request of contractor, and at the expense of contractor, the County shall return the materials and, or work product to contractor.

6.15 Governing Law: The contractor shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect and hereafter adopted. This contract shall be construed and enforced in accordance with the laws of the State of Minnesota. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the courts of County of Benton in the State of Minnesota.

6.16 Data Practices and Confidentiality: Pursuant to Minn. Stat. Ch. 13, contractor agrees to maintain and protect data that is not public received, or to which contractor has access according to the statutory provisions applicable to data. No private, non-public or confidential data developed, maintained or reviewed by contractor under this Agreement may be released to the public by the contractor or contractor's employees or representatives. contractor agrees to indemnify and save and hold the County, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provisions of the Minnesota Government Data Practices Act by contractor or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement.

6.17 Insurance: Prior to the effective date of this contract, and as a condition precedent to this contract, the respondent will furnish the County with certificates of bonding and insurance. Benton County insurance requirements

- A. Provider shall not commence work under the Contract until it has obtained at its own cost and expense all insurance requirements herein. All insurance coverage is subject to approval of Benton County and shall be maintained by Provider until final completion of the work.
- B. **Workers Compensation.** Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with limits of \$500,000 for each claim; \$500,000 for each occurrence and \$500,000 aggregate.
- C. **Comprehensive General Liability.** Coverage shall have minimum limits of \$1,500,000 per occurrence and \$3,000,000 general aggregate, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Respondents; Products and Completed Operations (if applicable); Contractual Liability; Explosion, Collision and Underground (XCU); Hazard Liability (if applicable); Personal Injury Liability; and Aircraft and Watercraft Liability (if applicable).
- D. **Business Auto Liability.** Coverage shall have minimum limits of \$1,500,000.00 and

\$500,000.00 per person per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

- E. **Professional Liability.** Coverage shall have minimum limits of \$1,500,000.00 per occurrence, and \$3,000,000.00 aggregate limit.
- F. **IF APPLICABLE: Cyber Liability Coverage:** Respondent shall procure and maintain for the duration of the contract insurance covering claims arising out of its services and including, but not limited to, loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Minimum liability limits:
\$1.5 million per occurrence or claim
\$3 million aggregate

The policy shall provide coverage for breach response costs, as well as regulatory fines and penalties, and credit monitoring expenses. Limits should be sufficient to respond to these obligations.

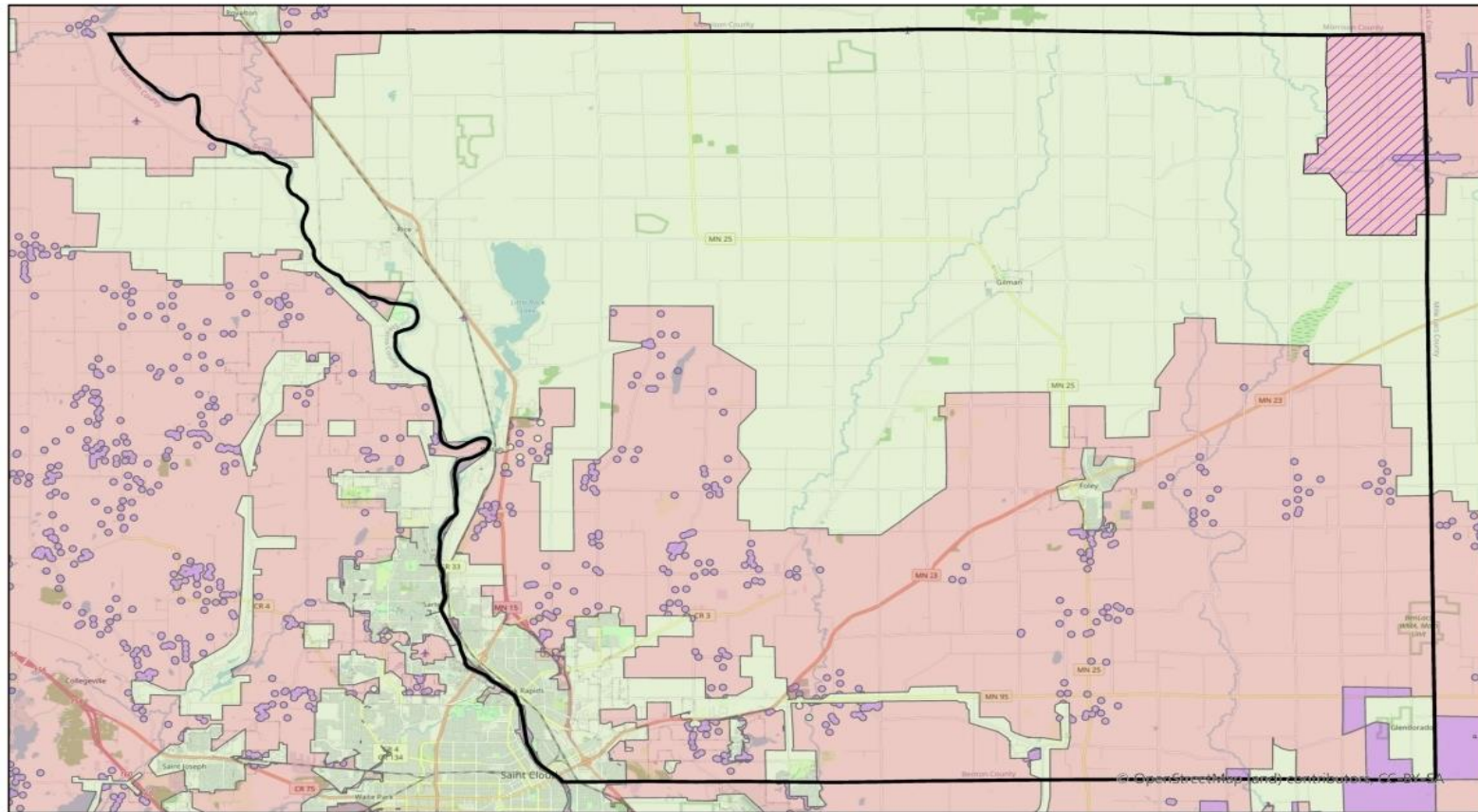
- G. **Special Requirements:**
 1. Benton County is to be included as an *Additional Insured* on both the Comprehensive General Liability and Business Auto Liability Policies.
 2. Current, valid insurance policies meeting the requirements herein identified shall be filed with Benton County before the contractor commences a project and maintained during the named project's duration. Renewal Certificates shall be sent to Benton County within thirty (30) days prior to any expiration date. There shall also be a thirty (30) days notification to Benton County in the event of cancellation or modification of any stipulated insurance coverage.
 3. It shall be the responsibility of the respondent to insure that all subcontracts comply with the same insurance requirements that he/she is required to meet.

6.18 *Records Auditing and Retention:* Respondent's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Respondent agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

6.19 Other Information

There may be additional information that will be required based on the project, work to be completed, and the funding source. This list is not comprehensive.

Attachment A – Map of Unserved and Underserved Areas



Attachment A:
Benton County
Eligible Areas

- Benton County Boundary
- Unserved - Less Than 25/3 Mbps
- Underserved - At Least 25/3 Mbps
- Served - At Least 100/20 Mbps
- Benton Coop 2021 FTTP