



County of Powhatan, Virginia

Request for Proposals for Wireless Broadband Network

COVER SHEET
REQUEST FOR PROPOSALS
(RFP)

Issue Date: May 23, 2016

RFP 2016-02

Title: Broadband Network

Commodity Code: 91551

Issuer: The County of Powhatan
Department of Finance
3834 Old Buckingham Road, Suite A
Powhatan, VA 23139

Sealed Proposals Will Be Received At The Above Address Until 2:00 PM EST, June 27, 2016 For
Furnishing The Goods and/or Services Described Herein.

All Inquiries For Information Should Be Directed To:

Charla Schubert, Director of Finance
E-mail: cschubert@powhatanva.gov

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein
And Hereby Incorporated by Reference, The Undersigned Offers And Agrees To Furnish The
Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed upon
By Subsequent Negotiation.

Name and Address of Firm:

Date: _____

By: _____
(Signature In Ink)

_____ Zip _____

Name: _____
(Please Print)

FEI/FIN No.: _____

E-mail: _____

Phone No.: _____

Facsimile: _____

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment

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1. Purpose and Scope of Service

1.1. Purpose

The County of Powhatan, Virginia (the “County”) is seeking proposals from qualified companies, (the “Vendor”), to design, implement, maintain and operate a “fee-for-service” wireless broadband network (the “Network”).

Currently, only 51% of households in Powhatan County have access to fixed broadband offering speeds above 3Megabit per second (Mbps). The national definition of “broadband” is 25Mbps download and 3Mbps upload. The County wishes to expand broadband services to under-served areas.

This Request for Proposals (RFP) describes, at a high level, the requirements for services related to the desired Network. The County is willing to participate in this project as a partner. The proposed division of responsibilities in the partnership, while suggested in this RFP is negotiable.

1.2. Scope of Service

The County desires a Network to provide quality internet service to its citizens and businesses. The County wishes to leverage its assets (towers, land and rooftops) for a Network. The Vendor is to provide, but is not limited to, the following:

- Design, implement, operate and maintain a Network with reliable wireless broadband access
- Operate as a Wireless Internet Service Provider (WISP)
- Research and prepare all necessary Federal Communications Commission (FCC) related forms and submittals required to provide services
- Procure any permits and license applications required for the distribution of Internet content or FCC licensing
- Provide a coverage map showing proposed signal strength and number of households estimated to be covered
- Provide marketing, sales, customer billing and account billing and collections
- Perform post-construction verification for coverage and speeds

1.3 Assets provided by County

The County is willing to provide the following assets to facilitate the deployment of the Network. Please refer to the maps in Section 4 for a geographical representation of these assets.

- The County owns one tower with available space for use by the Vendor at a term to be negotiated. The County may build additional towers as part of a public safety radio implementation that would also be available.
- The County has land available and may consider new towers to be erected by the Vendor for use in the Network:
- The County will consider allowing Vendor equipment on County facility rooftops to expedite the deployment of the Network.
- The County is supported by fire/rescue stations which may consider the addition of a tower or pole at their location.
- Currently there are companies that have fiber in the County.
- The County will consider obtaining Internet services for some County facilities from the Vendor, provided the Vendor can match or exceed the speed and quality of service of existing services.

1.4 Period of Contract

The contract shall be effective for a minimum of five (5) years from date of execution with three (3) optional five (5) year renewals at the sole discretion of the county. The county shall have the option of expanding services to additional sites, at various times as the county deems necessary.

2. Proposal Submittal Instructions

2.1 General

A. The Vendor shall submit five (5) bound hardcopies of the proposal and an electronic copy in portable document file (PDF) format.

B. Cost of Submission

Each Vendor, by submitting a proposal, agrees that any costs incurred by the Vendor in responding to this RFP, or in support of activities associated with this RFP, are to be borne solely by the Vendor. The County shall incur no obligation or liability whatsoever to anyone, by reason of the issuance of this RFP, or by action of anyone thereto.

C. Questions, Comments, Inquires

All questions, comments and inquires related to this RFP should be submitted via e-mail to Charla Schubert, Director of Finance, at cschubert@powhatanva.gov.

It is the Vendor's responsibility to inquire about and request clarification of any aspect of this RFP that is not understood.

Questions, comments and inquires will not be accepted within ten (10) days of the proposal submittal deadline.

At the sole discretion of the County, responses to questions, comments, inquiries will be provided to all Vendors without attribution to the originating Vendor. Responses will be provided via an Addenda to this RFP posted on the County's webpage and eVA, the Commonwealth's of Virginia's eProcurement Portal.

D. Issuing Office

The County of Powhatan
Department of Finance
3834 Old Buckingham Road, Suite A
Powhatan, VA 23139

E. Proposal Submittal Deadline

Sealed copies of the proposal must be received by the issuing office no later than 2:00 PM EST, June 22, 2016.

F. RFP Cover Sheet

As part of the Vendor submission, the Vendor shall include the RFP cover sheet and all addenda acknowledgments issued by the County, if any, signed and completed as required. By submitting a proposal, the Vendor certifies that all information provided in the response to this RFP is true and accurate.

G. Rejection of Proposal Submittal

The County reserves the right to reject any and all proposals, in whole or in part, to waive formalities, and to delete items prior to making the award whenever it is deemed to be in the County's best interest. The County, at its discretions may reject any proposal that is conditional or incomplete, or contains irregularities of any kind.

H. Term of Proposal

Any proposal submitted shall be considered a binding proposal for a period of no less than six (6) months from the date of receipt.

2.2 Proposal Content and Organization

The proposal shall contain a table of contents and the following Information in the following order.

A: Vendor Information

1. Name and address of vendor
2. Address of vendor's office that will service Powhatan County
3. Name, address, phone and email address of a contact person for the proposal
4. Brief (one-page) overview of the history and structure of each vendor involved with the project and organizational chart reflecting each vendor's relationship to the project and each other
5. An affirmative statement that vendor and all assigned key personnel are properly registered and/or licensed in the Commonwealth of Virginia to design, provide, maintain and operate a wireless broadband network

6. Affirmative statement that Vendor is registered with the Universal Service Administrative Company (“USAC”) and has a Service Provider Identification Number (“SPIN”)
7. Statement of the vendor’s business viability to include:
 - A. Length of time in business
 - B. Length of time in business providing services as a WISP (Wireless Internet Service Provider)
 - C. Gross revenue for the previous three years (in US dollars)
 - D. Percentage of gross revenue generated by proposed services
 - E. List of public sector customers
8. Statement as the vendor’s current and projected workload over the anticipated project schedule and ability to complete the project within the timeframe outlined the Project Plan
9. If the Vendor has had a contract terminated for default during the past 5 years, all such incidents must be described
10. An organizational chart of the team structure for the project with each person and their function identified. Identify the Project Manager
11. Brief (one-page) resume for each person directly involved in the project

B: Project Plan

The Vendor will provide a project plan describing the tasks performed by the Vendor and a description of the proposed system and services to be provided to the customers. The Plan must also describe the roles, responsibilities and resources required of the County. The project plan shall include, but is not limited to, the following:

1. Detailed description of the proposed system and services to be provided
2. Estimated timeline for design and implementation of Network, to include design, permitting, and installation and commissioning of equipment
3. Physical site assessment for the site(s)
4. Maps showing proposed locations for equipment, which vertical assets (existing and proposed)

5. Predicted RF propagation maps showing coverage and anticipated signal strength (broadband speeds in coverage locations)
6. Proposed methods to address limited coverage areas
7. Required permitting activities
8. Acceptance Test Plan outlining test to be performed which demonstrate proof of performance and final system acceptance by the County to include field test reports and coverage testing reports
9. Description of roles, responsibilities and resources of the County

C: Cost of Services and schedules

1. Schedule(s) of the Cost of Services to the Customer(s) for
 - A. Broadband access full time plan(s)
 - B. Shipping, normal for placed orders
 - C. Overnight or expedite shipping
 - D. Broadband customer premise equipment /Modem device
 - E. Installation at customer premise
 - F. Service cancellation: after one month, 1 year, 2 years
 - G. Activation/implementation
 - H. Any other fees, including but not limited to, service changes, one time fees, upgrade fees, and additional service fees
 - I. Any and all other proposed fees
2. An explanation of proposed
 - A. Service credits to the customer for credits due
 - B. Customer Support – directly from vendor or from a 3rd party
 - C. Month to month or minimum contract term for data service

- D. typical customer service response times
 - E. guaranteed response time to your customers
3. Description of plan to provide the services at the lowest possible cost to customers for the life of the contract

B: References

1. Provide the name, address, phone number, and e-mail address of five (5) references from clients with similar projects

2.3 Evaluation of Proposals

A. The County will evaluate proposals using the following criteria from the proposals

- Project Plan. Weight: 35%
- Vendor Information. Weight: 25%
- Cost of Services and schedules. Weight: 25%
- References. Weight: 15%

B. The Evaluation Committee will independently read and rate each proposal. The selection process shall be as per § 2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which in their opinion has made the best proposal, and shall award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

C. Oral Presentations

The Vendor may be required to give an oral presentation of their proposal to the County. This provides the Vendor an opportunity to clarify or elaborate on the proposal. The presentation is a fact finding and explanation session only, and does not include any negotiation. The County will schedule the time and location of these presentations. The presentations are an option of the County and may or may not be conducted.

D. Future Deliverables and Submittals.

The following may be required during negotiations:

1. Service Level Agreements for Customers
2. Operations and maintenance plans for site equipment
3. Tiered severity level response times for subscriber service and outages
4. Billing and accounting systems for Customers
5. Sales and marketing plans for proposed service County may assist in marketing by providing information with contacts on the County's website.
6. Audited financial statements

3. Terms and Conditions

3.1 GENERAL: Proposals and contracts with the County of Powhatan and its officials, departments, and employees are governed by the Virginia Public Procurement Act, Sections 2.2-4300 – 2.2-4343 et seq of the Code of Virginia, as amended, and the ordinances of the County of Powhatan. In the event of an inconsistency or conflict between the Provisions of this solicitation, Contract or other incorporated document, or the County's Ordinances and Policies and State Procurement Law, any inconsistencies or conflicts shall be resolved by giving precedence to the following documents in the following order:

- a) The Virginia Public Procurement Act
- b) Ordinances and Policies of the County of Powhatan
- c) Specifications of this Request
- d) The Contract
- e) Provisions of this Request
- f) Instructions to Offerors

The following general information is provided to all Offerors to facilitate the preparation of suitable proposals for the goods, insurance or services identified in this Request, and the requirements set forth shall be binding upon all Offerors.

The County is not at liberty to change the terms of the bargain after the opening of proposals. Where questions and discussions prior to proposal opening disclose a need for additional information or amendments, appropriate addenda to the request will be prepared and distributed so that all Offerors will be proposing based upon the same information and specifications.

The County may extend the date and time for the opening for proposals if it believes it is necessary or in the best interests of the County. In a situation where the County is closed unexpectedly on a due date, the proposals will be opened at the same time and place the next County business day. The County reserves the right to reject any and all proposals and waive any informality or technical defect if, in its sole judgment, the best interest of the County will be served as specified in Virginia code Section 2.2-4319.

3.2 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation or dispute arising out of the contract resulting from the RFP, its interpretations, or its performance shall be litigated only in the Powhatan County General District Court or the Circuit Court of the County of Powhatan, Virginia. The contractor shall comply with all applicable federal, state and local laws, codes, and regulations.

3.3 ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the Virginia Public Procurement Act. If the award is made to a faith based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious

practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 11-35.1E)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except if there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 3.4 ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 3.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 3.6 DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are

they an agent of any person or entity that is currently so debarred.

- 3.7 ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Powhatan all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.
- 3.8 PROPOSAL FORMAT:** Proposals shall be submitted in a sealed envelope which clearly identifies the project or solicitation, the name of the Offeror, the due date and time of the proposal, and a statement that the proposal is not to be opened until the due date and time. The Offeror assumes the risk that an envelope not properly marked will be mistakenly opened and thus rendered ineligible for consideration OR the proposal may not reach the Director of Finance and Administration prior to the due date and time. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 3.9 LATE PROPOSALS AND MODIFICATION OF PROPOSALS:** It is the sole responsibility of the Offeror to see that his proposal is in this office by the specified time and date. Proposals received by the Director of Finance and Administration after the due date and time will not be accepted and will be returned to the Offeror, if possible, unopened. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted.
- 3.10 CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Director of Finance and Administration whose name appears on the cover of the solicitation no later than five (5) days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the Director of Finance and Administration.
- 3.11 AUTHORITY:** The County Administrator has the sole responsibility and authority placing, cancelling, or modifying this solicitation and any contract resulting thereof. No other County official or employee may obligate the Government of Powhatan County for indebtedness and any such purchase or contract made that is contrary to the provisions of this solicitation shall be of no affect and void and the County shall not be bound thereby.
- 3.12 PAYMENT:**
1. Unless otherwise provided in the Contract, payment shall be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 2. Invoices for services ordered and rendered shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall reference the contract number and/or purchase order number.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3.13 QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offer's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities.

3.14 AVAILABILITY OF FUNDS: It is understood and agreed to by the parties herein that the County shall be bound hereunder only to the extent of the funds available for the purpose of this agreement.

3.15 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.

3.16 CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Offeror that the scope of the project or of the Offeror's services has been changed requiring adjustments to the amount of compensation due the Offeror unless such adjustments have been made by formal written Amendment to the Contract signed by the County and the Offeror. If the Offeror believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Offeror, the Offeror must immediately notify the Project Officer

in writing of this belief. The Offeror will not be compensated for performing that particular work unless a written amendment has been signed by the County and the Offeror. If the Project Officer determines that the work is within the scope of the Contract as written, the Offeror will be ordered to continue work.

3.17 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the County may have.

3.18 INSURANCE: The Offeror shall, at its own expense, provide and maintain during the entire performance period of this contract at least the following kinds and minimum amounts of insurance, in addition to unemployment compensation and workers compensation insurance. By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability for Participants not covered by Workers Compensation Insurance in an amount not less than \$100,000.
3. Comprehensive Automobile Liability, including all Owned Automobiles, Non-Owned Automobiles and Hired Car Coverage:
 - a. Limits: \$1,000,000 per incident / \$3,000,000 Total Bodily Injury (including death)
 - b. \$1,000,000 per incident / \$3,000,000 Total Property Damage
4. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employees, agents and volunteers must be named as an additional insured and so endorsed on the policy.
5. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. If Offeror's professional liability coverage is on a "claims-made" basis. Offeror shall obtain extended reporting (tail) coverage (with the same liability limits) upon expiration of the Agreement for at least three years following the expiration or termination of the Agreement.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Director of Finance and Administration. Failure of the contractor to deliver a new and valid certificate will result in the suspension of all payments required of the County until the new certificate is furnished to the County.

Insurance coverage required by this RFP shall be in force throughout the contract term(s). Should **the contractor fail to provide acceptable evidence of insurance coverage within five (5) days** of written notice at any time during the contract term(s), the County shall have the absolute right to terminate the contract without further obligation to the contractor and the contractor shall be fully liable to the County for the entire cost of procuring the uncompleted portion of the contract at the time of termination. The County and its officials, officers, employees, agents and volunteers shall be named as additional insured on all policies except those pertaining to Worker's Compensation and Professional Liability. No contract shall be binding upon the County until the certificate of insurance, or policies if so requested, called for herein have been filed with the County and all have been approved as to form and sufficiency by the County Attorney.

3.19 DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.20 NONDISCRIMINATION OF CONTRACTORS: A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

3.21 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to

transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- 3.22 AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. The County, its authorized agents, and/or state Offerors shall have full access to and the right to examine any of said materials during said period.
- 3.23 ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the County will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Powhatan or its products or services unless first agreed to by the County.
- 3.24 BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).
- 3.25 CANCELLATION OF CONTRACT:** The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Contractor shall credit the County for the applicable decrease in service. The contractor can invoice the County for the actual cost of serviced rendered up until the effective date of cancellation.
- 3.26 OWNERSHIP OF MATERIAL AND DOCUMENTS:** Except for Offeror's work papers, which are and shall remain the property of Offeror, all information, documents, and electronic media furnished by the County to the Offeror belong to the County, are furnished solely for use in connection with the Offeror's performance of services required by this Contract, and shall not be used by the Offeror on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Offeror for the County are the sole property of the County, free of any retention rights of the Offeror. The Offeror hereby grants to the County an unconditional right to use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Offeror pursuant to this Contract, free of any copyright claims, trade secrets, or other proprietary rights with respect to such documents.
- 3.27 PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is responsible for the acts and omissions of his own employees.

- 3.28 SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 3.29 CONFIDENTIALITY (Contractor):** The contractor assures that any information and data obtained as to personal facts and circumstances related to County staff or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent. Contractors and their employees working on this project agree to these terms.
- 3.30 RENEWAL OF CONTRACT:** This contract may be renewed by the County, at its sole discretion, for the useful life of the system as determined by the County.
- 3.31 AUTHORIZED PARTIES:** Each proposal, and any contract, must be signed by a person authorized to bind the Offeror to a valid contract with the County. The county may require that any Offeror submit appropriate documentation showing the authority of the signatory to act on the contractor's behalf.
- 3.32 CONTRACT REPRESENTATIVE:** In the event a contract is executed as a result of this solicitation, the contractor shall designate in writing his contract representative who shall be responsible for ensuring the services required by the County are complied with and delivered in accordance with the terms and conditions of the contract.
- 3.33 EVALUATIONS OF PROPOSALS AND AWARD:** Proposals shall be evaluated on the basis of those requirements which are set forth in the Request for Proposals, the County's policies, procedures, and ordinances, and Virginia's Public Procurement law. This solicitation is being procured by competitive negotiation. Price will be considered but will not be the sole determining factor in the awarding of this procurement.

Upon award or announcement of the decision to award a contract as a result of this solicitation, Finance will post the notice of Award or notice of the Intent to Award on the County's webpage as well as in the state's eVA system.

The County reserves the right to award all or part of the proposal to any Offeror whose proposal is the most responsive and responsible proposal whose proposal meets the requirements and criteria set forth in the RFP with respect to the items in question, and it is in the best interests of the County. The County may award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County.

- 3.34 INDEMNIFICATION:** To the fullest extent of the law, the contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, community representatives or other working on behalf of the County from any and all claims, judgments, suits, losses, damages, payments, costs, fines or fees levied against the County and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this contract, contract documents, or any

agreements that results from this RFP. Further, if any recipient of a contract subcontracts for work, they shall enter into a contract with any such subcontractor(s) which indemnifies, defends, and holds harmless the County and its officers, agents, employees, community representatives or other working on behalf of the County from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this RFP.

3.35 ACCEPTANCE: Work supply or performance shall be conducted in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of any rejection of any deliverable, the contractor shall be notified and have fourteen (14) days from date of issuance to correct the deficiencies and resubmit the deliverable.

3.36 PROTEST OF AWARD OR DECISION TO AWARD

- a. Any Bidder or Offeror may protest the award or decision to award a Contract by submitting a protest in writing to the Procurement Official, or an official designated by the County, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential Bidder or Offeror on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such Contract shall submit such protest in the same manner no later than ten (10) days after posting or publication of the notice of such Contract. However, if the protest of any actual or potential Bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such Bidder or Offeror or at such later time. No protest shall lie for a claim that the selected Bidder or Offeror is not a responsible Bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The Procurement Official shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Procurement Official shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the County. Where the award has been made and performance has begun, the Procurement Official may declare the Contract void upon a finding that this action is in the best interest of the County. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

- d. An award need not be delayed for the period allowed a Bidder or Offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

3.37 DISPUTES

- a. Any dispute concerning a question of fact as a result of a Contract with the County which is not disposed of by agreement shall be decided by the Procurement Official, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the Procurement Official shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

3.38 REMOTE ACCESS

- a. All hosts, including privately owned personal computers, connecting remotely to the County's network shall have up-to-date and properly configured anti-virus software and current operating system service pack and patch level. Hosts may be scanned to ensure compliance with County standards, and users may be denied remote access if their host system presents an unacceptable risk to County networks. Access will be monitored and attempts to access unauthorized areas will result in denied remote access.
- b. Denial of remote access for cause does not relieve the Offeror of any responsibilities under the Contract. If work requires the Offeror to be in Powhatan because remote access has been denied for cause, the Offeror shall bear that cost and shall not be reimbursed by the County.

3.39 SUCCESSORS AND ASSIGNS: The County and the Offeror bind themselves and any successors and assigns to this Contract. The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

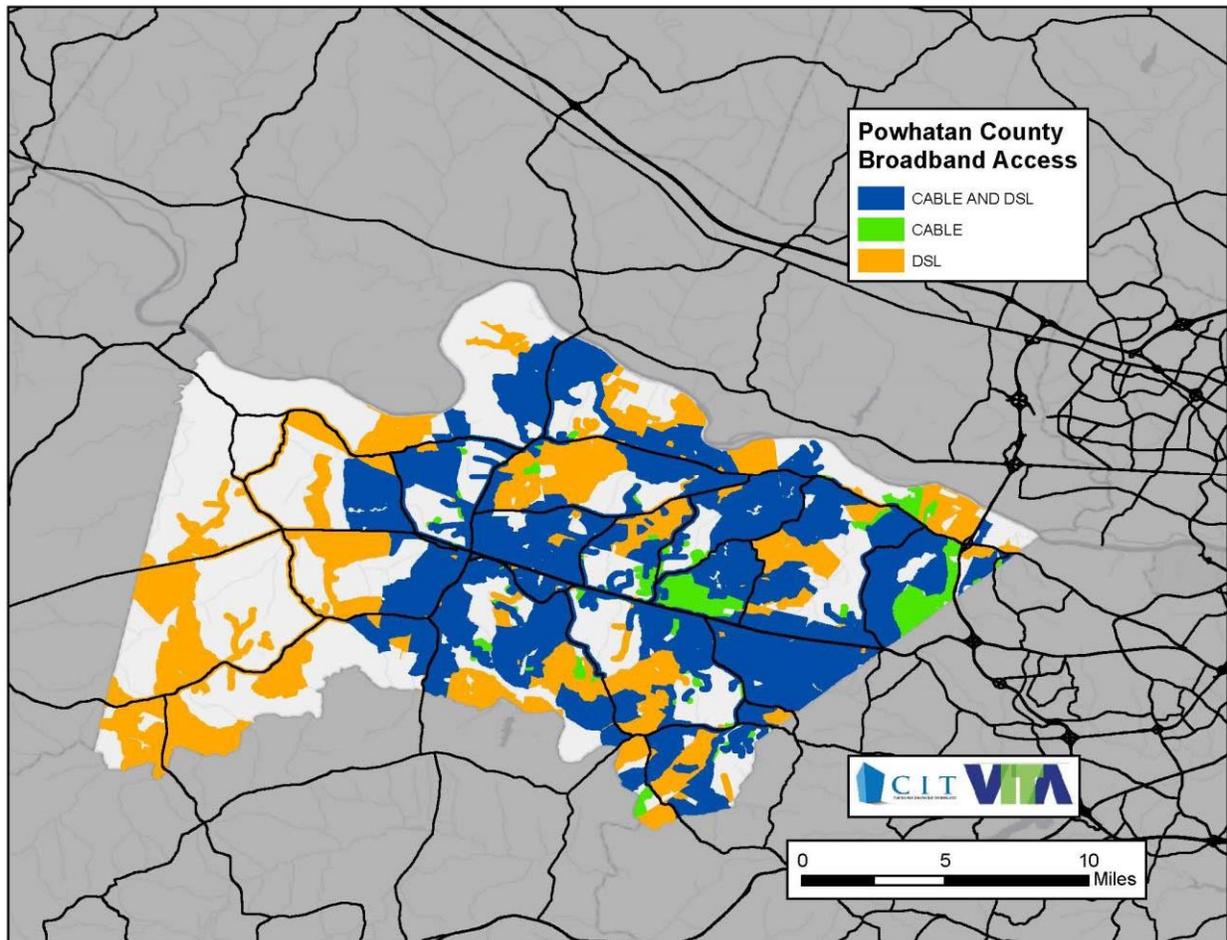
3.40 IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Offeror certifies that it shall not and will not during the performance of the Contract knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986.

3.41 NON-WAIVER PROVISION: No waiver or breach of any of the terms, conditions, provisions or covenants contained in this Contract shall be construed as a waiver of any prior or succeeding breach of the same terms, conditions, provisions or covenants.

4. Additional Technical Details

4.1 Existing Commercial Coverage

The following map indicates where existing commercial broadband exists based on provider reported coverage to the FCC via the 477 form. The County is especially interested in providing Internet services to the unserved areas and expanding Internet options to all citizens in the County.



4.2 Citizen Broadband Survey

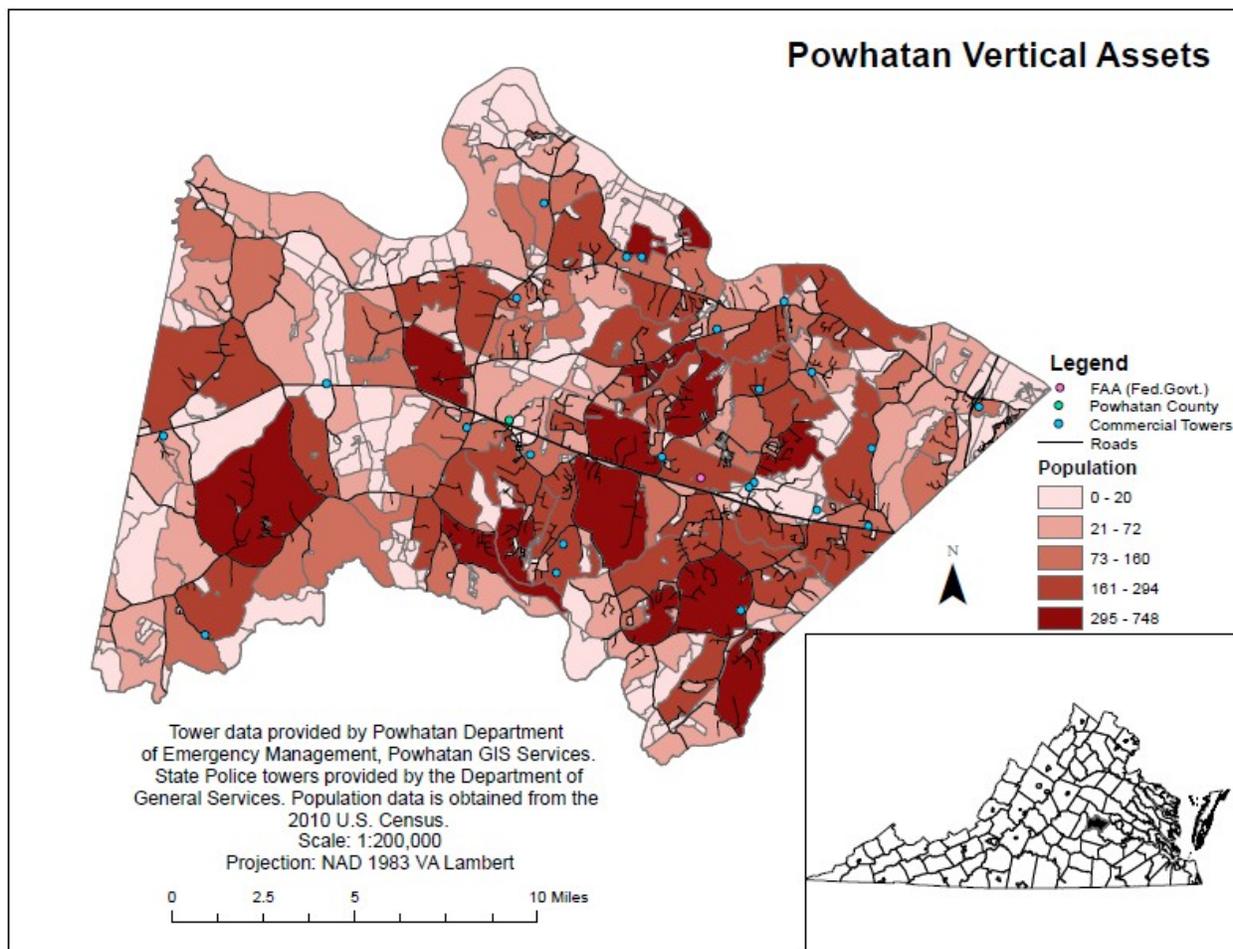
The County conducted a citizen broadband survey in partnership with the Center for Innovative Technology (CIT). The survey covered access, quality of existing service and utilization for education, citizens and businesses. CIT analyzed the survey responses and created a document of the findings which is available upon request.

4.3 County Asset Maps

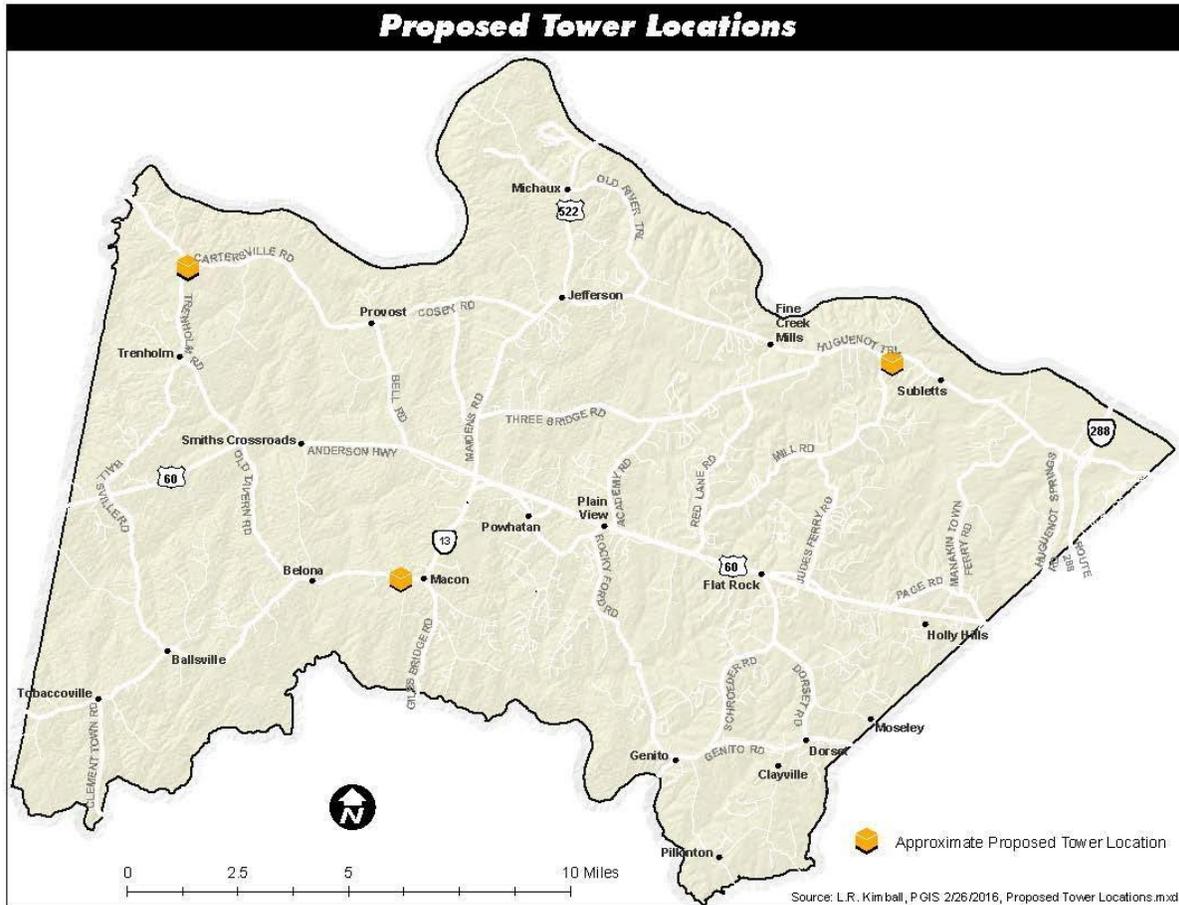
The following maps identify the geographical locations of assets the County will consider sharing to facilitate the deployment of the wireless broadband network. Further details are available upon request and there is no guarantee of the availability or access to all facilities represented here.

A. Vertical Assets

The following map includes all identified vertical assets which include County owned and commercial assets. The County does not have specific information on commercial towers in regards to available space or the lease requirements.

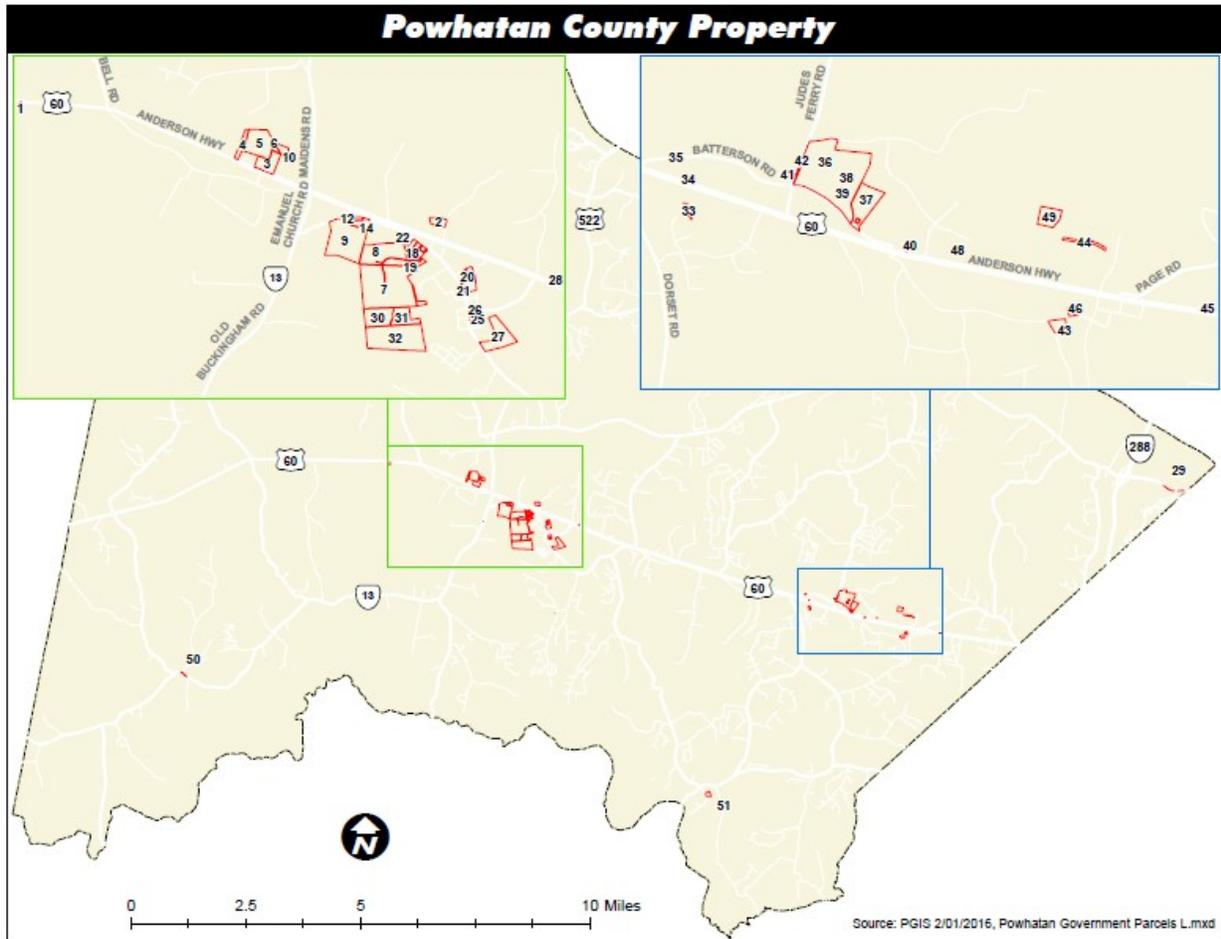


The following map is of approximate locations identified in the Public Safety Radio Study for potentially County owned tower locations based on the need for radio coverage and a lack of available vertical assets in those areas that could also be leveraged by vendors for Wireless Broadband.



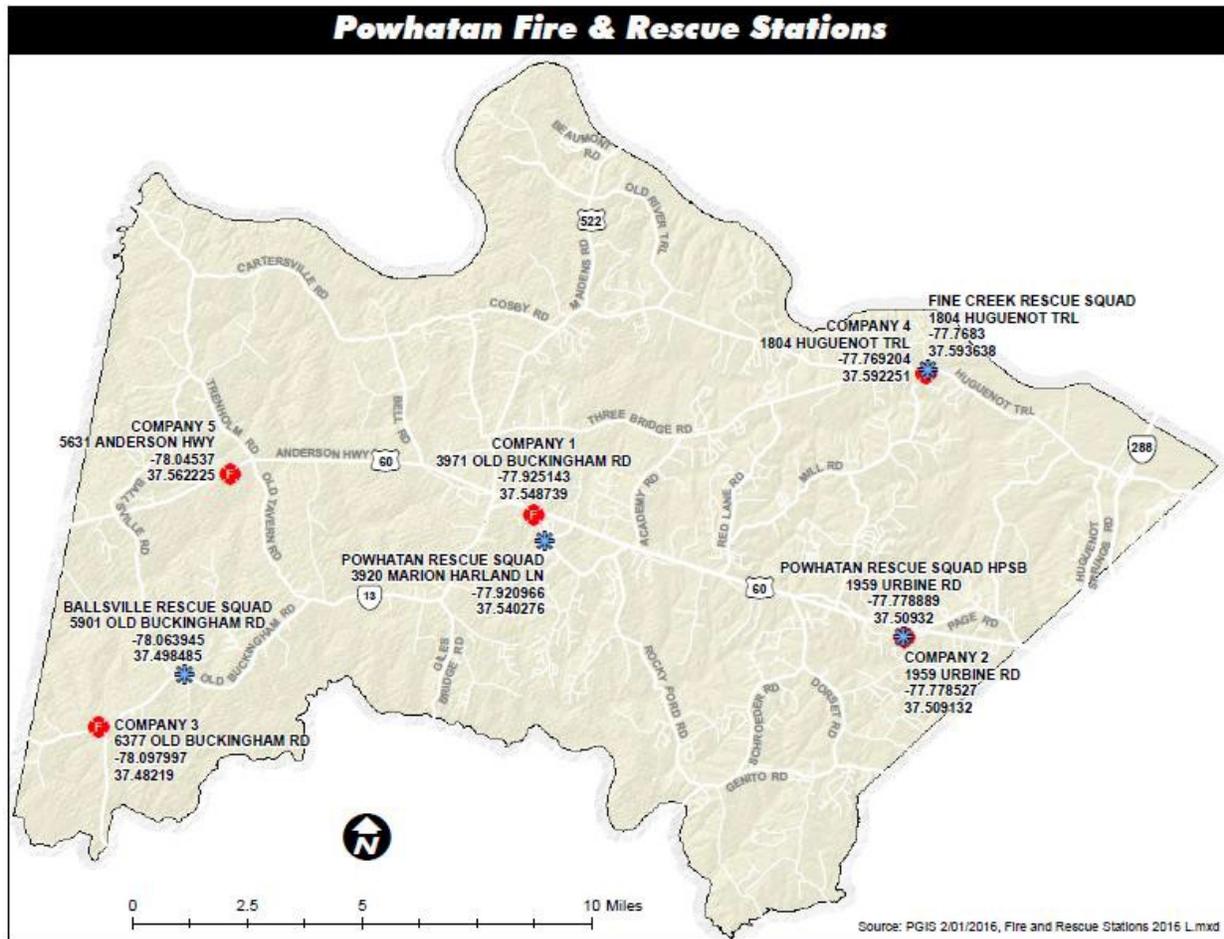
B. County Property Map

The following map identifies geographical location of land owned by the County and may be considered for placement of new vertical assets by the vendor.



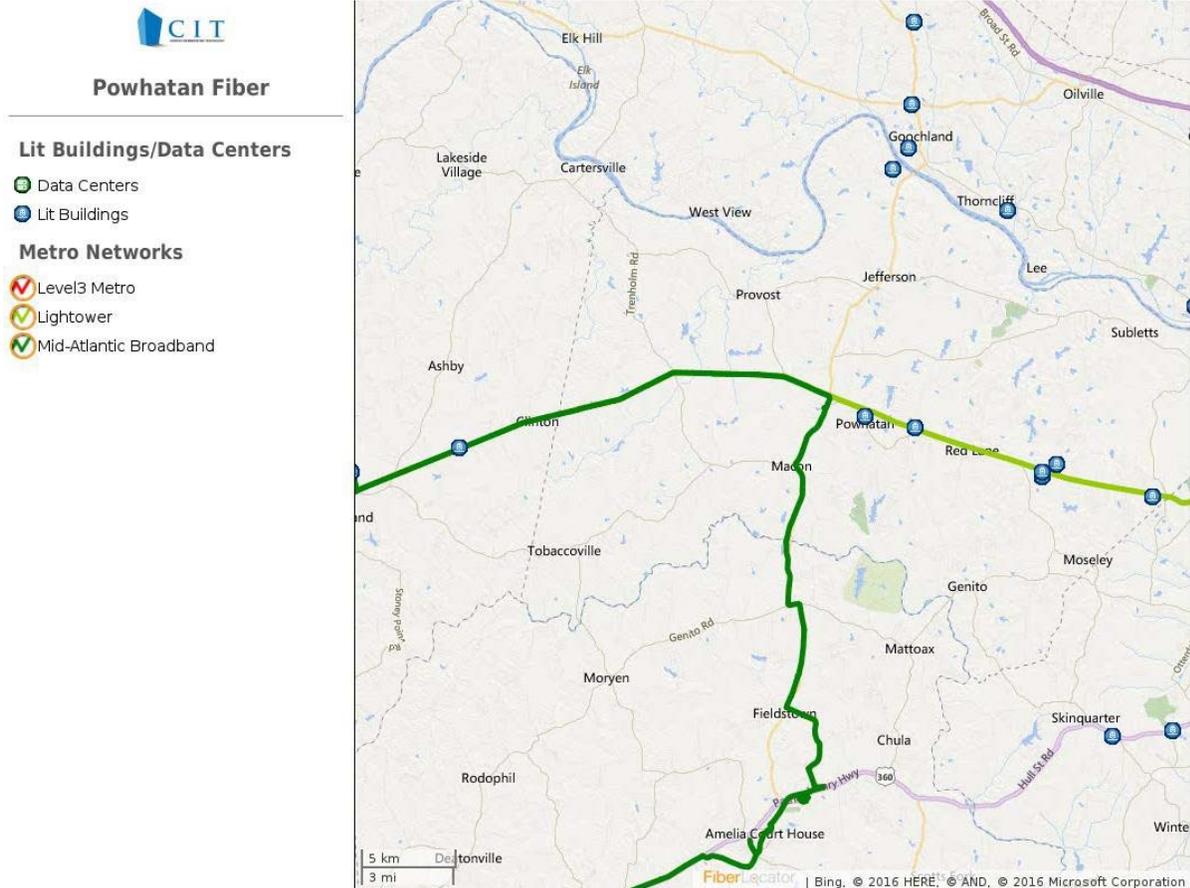
C. County Fire and Rescue Stations

The following map identifies the fire and rescue stations within the County. These stations may consider the placement of a tower or pole to support the development of the wireless broadband network.



D. Commercial Fiber Map in Powhatan County

The following map identifies Commercial fiber in Powhatan County for possible vendor use. It is the responsibility of the vendor to negotiate with the commercial fiber provider for access.



E. County Facilities as Possible Community Anchors

The following list of County facilities need Internet service or may consider changing existing service to the new provider to serve as anchor tenants on the new wireless broadband network. If a facility has existing Internet service, the Vendor must provide equivalent or better access at the same or better price as existing service before a change of service will be considered.

Facility Name	Address	Current LAN connection type and (Speed)	Current Internet Connection type and (Speed)	Cost per Month
County Admin Building	3834 Old Buckingham Rd, Powhatan VA	100/1000 Ethernet switched	Dedicated Comcast Business Fiber 20 down 20 up Firewalled	\$890.00
Animal Shelter	4000 Old Plantation Rd, Powhatan VA	VPN through Verizon LTE Modem with Cradlepoint Router (15 to 25 meg)	Forced Back through VPN tunnel to Admin Bldg Connection and Firewalled (15 to 25 meg)	\$100.00
Fighting Creek Waste Water Plant	3900 Old Plantation Rd, Powhatan VA	VPN through Verizon LTE Modem with Cradlepoint Router (15 to 25 meg)	Forced Back through VPN tunnel to Admin Bldg Connection and Firewalled (15 to 25 meg)	\$100.00
Dutoy Waste Water Plant	2040 Anderson Highway, Powhatan VA 23139	VPN through Verizon LTE Modem with Cradlepoint Router (15 to 25 meg)	Forced Back through VPN tunnel to Admin Bldg Connection and Firewalled (15 to 25 meg)	\$100.00
Library	2270 Mann Rd, Powhatan VA 23139	VPN through Leased T1 (1.5 meg) (VOIP Only at this time)	Two Verizon DSL Lines (15 Down and very slow up)	\$788.00
Convenience Center	2407 Mitchell Rd, Powhatan VA 23139	None	Verizon DSL (unsure of speed)	\$60.00
Fire Co. 1	3971 Old Buckingham Rd, Powhatan VA	None	Comcast Cable Modem (30 Down 10 up)	\$90.00
Fire Co. 2	1959 Urbine Rd, Powhatan VA 23139	VPN through Comcast Cable Modem with Cradlepoint Router (15 to 25 meg)	Forced Back through VPN tunnel to Admin Bldg Connection and Firewalled (15 to 25 meg)	\$120.00
Fire Co. 3	6377 Old Buckingham Rd, Powhatan VA	None	Verizon DSL (unsure of speed)	\$80.00
Fire Co. 4	1825 Huguenot Trail, Powhatan VA 23139	None	Verizon DSL (unsure of speed)	\$60.00
Fire Co. 5	5631 Anderson Highway, Powhatan VA 23139	None	Verizon DSL (unsure of speed)	\$90.00