



**COUNTY OF SPOTSYLVANIA  
REQUEST FOR PROPOSAL (RFP) #21-30-TV  
BROADBAND EXPANSION SERVICES  
May 24, 2021**

**Name of Soliciting Public Body / Proposals Shall be Mailed or Hand Delivered To:**

County of Spotsylvania, Procurement Division  
P.O. Box 215, 8800 Courthouse Road, 2<sup>nd</sup> Floor Room 414  
Spotsylvania, VA 22553

**(PLEASE REFER TO ATTACHMENT D – COVID-19 INFORMATION TO OFFERORS)**

**PROPOSAL DUE DATE AND TIME:** Sealed Proposals Will Be Received until **June 4, 2021 at 2:00 PM** for Furnishing the Goods and Services Described Herein. No late proposals will be accepted. **Please check for updates prior to submitting a proposal to ensure timely delivery to the Procurement Division. Refer to Attachment D for information on hand delivery.**

**QUESTIONS DUE DATE AND TIME:** Questions from Offerors must be received by the Spotsylvania County Procurement Division by **May 27, 2021 at noon.** Questions must be emailed to Toni Vaughan, Acting Procurement Manager, at [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us). The County is not responsible for verbal clarification of information provided by parties other than staff of the Procurement Division.

All Inquiries for Information Should Be Directed to Toni Vaughan, Acting Procurement Manager, Phone: 540-507-7524 or E-mail: [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us)

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature in Ink by Officer of the Corporation)

Name: \_\_\_\_\_  
(Please Print)

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

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

DUNS #: \_\_\_\_\_

State Corporation Commission #: \_\_\_\_\_

Are you, any member of your immediate family, or any person part of your company that if awarded will provide services for the County of Spotsylvania either employed by the County or a member or part of any County committee, board or commission? **Circle One: YES NO**

If yes, please explain: \_\_\_\_\_

Receipt of the following Addenda are acknowledged:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

(Please note all addenda)

**All updates are posted on the Spotsylvania County website at <https://www.spotsylvania.va.us/374/Solicitations>. It is the responsibility of the vendor to check back for updates.**

**(Return this Form)**

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BROADBAND EXPANSION SERVICES**

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## I. PURPOSE

The County of Spotsylvania, Virginia and Spotsylvania County Schools, invites written proposals from qualified firms to establish a term contract through competitive negotiation for the expansion or construction, deployment, maintenance, of a “fee-for-service” broadband network to provide Internet Service to subsets of unserved and underserved homes and businesses throughout Spotsylvania County (the County). The County intends any award as a result of this RFP to provide grant opportunities to one or more Internet Service Provider (ISP)s’ deployment of Internet Service to serve those populations, to ensure that internet connectivity is available for residents and visitors, to facilitate economic growth, education, healthcare, and public safety.

Any contract(s) resulting from this RFP shall have a term limit from date of award through eighteen (18) months and shall be renewable for four (4) additional one (1) year terms at the option of the Spotsylvania County. Prices shall remain fixed during the initial term of the contract. Any adjustment to pricing for future years will be agreed upon in writing prior to each renewal. Spotsylvania County reserves the right to award contracts to more than one firm, if it is in the County’s best interest in order to provide adequate services. Goods and/or services shall be provided in accordance with the requirements and Terms and Conditions identified herein.

## II. BACKGROUND INFORMATION

The goal of the County is to extend affordable broadband internet service access to every resident in Spotsylvania County. Spotsylvania County is comprised of approximately 407 square miles and has approximately 135,000 residents. The local government under the Code of Virginia is governed by a Board of Supervisors, which is elected by the qualified voters. The Board of Supervisors of Spotsylvania County is composed of seven members, one from each magisterial district, which oversees the efforts of the local government staff headed by the Office of the County Administrator.

The County seeks one or more qualified private internet service providers (“ISPs”) to expand or construct, deploy, maintain, own and operate a “fee-for-service” broadband network to provide Internet Service to unserved and underserved areas throughout the County. The County will not own or operate the network. The County’s role is to facilitate the creation of the network and to ensure that awarded projects meet deadlines and agreed-upon speeds and quality levels.

The Spotsylvania County Board of Supervisors seek to expand Internet access for residents who lack access to broadband at 100Mbps download and 100Mbps upload speeds. Offerors may submit proposals for alternate download and upload speeds; however, no proposal should be submitted with less than FCC speeds of 25 Mbps download and 3Mbps upload. The County recognizes the challenges of deploying broadband in rural areas and intends this Request for Proposals (RFP) to subsidize one or more Offeror’s deployment of Internet service to the areas in question. The County wants to ensure that internet connectivity is available for residents and visitors, to facilitate economic growth, education, healthcare and public safety, while acknowledging their leadership role in expanding access and improving utilization. This RFP describes the requirements for the implementation and delivery of broadband services.

## III. STATEMENT OF NEEDS

Spotsylvania County is seeking written proposals from qualified firms for the expansion or construction, deployment, maintenance, of a “fee-for-service” broadband network to provide Internet Service to subsets

of unserved and underserved homes and businesses throughout Spotsylvania County (the County). The County retains decision authority over the selection of one or more private ISPs and the location of any new infrastructure to support the deployment of or expansion of a broadband network in Spotsylvania County. The County is seeking methods both common and unique to extend existing service areas or creating new services. Ideas such as going beyond the status quo service model and offering internet service to new customers not on a current providers' "radar"; extending new wireless service through approved construction of infrastructure; Offerors teaming for access to the funds; ideas accelerating plans to deploy service such that the essential service of broadband is available to all Spotsylvania residents.

This RFP is based on a leveraged/matching funds match, as may be outlined in various grant opportunities that the County may wish to pursue. The County proposes spending available funds on one or more coverage areas, as defined by the Offeror. A coverage map for needed service is included in Attachment E.

The County will not own or operate the network. The County's role is to facilitate the creation of the network and to ensure that awarded projects meet deadlines and agreed-upon broadband speeds and quality levels. If an Offeror wishes to combine proposed project areas or respond to include a new project area; this approach is acceptable.

This procurement will be conducted in two phases. The first phase, RFP Responses, will assess the selected Offerors' capabilities, current service offerings and pricing plans, financials, and build out capacity of the proposed broadband network expansion. The second phase is Negotiations. Offerors will be asked to move to the Detailed Design and Negotiations Phase where the County will review the Detailed Design for the projects. The County has the option to not move to the Deployment Phase if they believe the delivered Detailed Design is not going to accomplish their broadband goals. If the County decides to move forward with the Detailed Design, the County and Offeror(s) will negotiate to refine the detailed deployment plan based on available funding (private and public) and funding opportunities before moving to the Deployment Phase, after contract award.

To qualify for the County leveraged funds, Offerors shall:

1. Be committed to complete the work within one (1) year, after negotiations and acceptance of the Detailed Design.
2. At the eighteen-month (18) anniversary of contract signing, all serviceable units planned must be offered broadband service at the speed requested. If for any reason, the number of serviceable units is not reached by contract end; the County reserves the right to hold all matching funds remaining, until such time when the agreed upon serviceable unit count is reached.
3. Demonstrate satisfactory past performance.
4. If the Offeror already serves Spotsylvania County, provide summary data on existing service, including the connection speeds provided, to document past performance.
5. Note in the response if there is a preferred method of funding; to include utilization of leveraged funds for a Virginia Telecommunication Initiative (VATI) Partnership and Application.

A. Overview of Scope of Service provided by Offeror:

The County desires a broadband Public/Private Partnership to provide quality internet service to its citizens at 100Mbps download and 100Mbps upload speeds. Offerors may submit proposals for alternate download and upload speeds; however, no proposal should be submitted with less than FCC speeds of 25 Mbps

**download and 3Mbps upload.** The Offeror is to provide, at a minimum, the following services:

1. Provide seamless and reliable broadband access that does not impose less than 500 GB monthly caps on a user's total upload and download data capacity or restrict usage when a cap of less than 500 GB monthly usage is reached.
2. Research and prepare all necessary FCC related forms and submittals required to provide services.
3. Procurement of any permits required for the distribution of Internet content or FCC licensing.
4. Design, implement, operate and maintain the broadband network.
5. Provide a household-level coverage map showing predicted coverage and number of households estimated to be served.
6. Provide marketing, sales, customer billing and account billing and collections.
7. Perform a post-construction verification of connection coverage, speed, and quality.

B. Overview of Scope of Services/Assets provided by the County:

1. A portion of funding for procurement and construction of infrastructure, through grant or other available funding.
2. Support and assistance in permitting and navigation of other County processes.
3. Support in negotiating access to bandwidth and/or vertical assets of existing infrastructure.
4. Where possible, access to County facilities for mounting wireless infrastructure and hosting equipment.
5. Promotion of digital literacy training to increase adoption rates.
6. Public meetings within each magisterial district to solicit committed demand, awareness and education of the broadband expansion initiative and offered services.

C. Intent of the RFP

1. The intent of the RFP is to set forth the requirements, and general terms and conditions for all services for which the County is requesting bids and to solicit detailed proposals from Offerors. Detailed proposals should include pricing and service descriptions in the format specified herein. It is the County's expressed intent to include all representations provided in the Offeror's RFP response in the contract for services.
2. The divisions of responsibilities in the partnership, while suggested in this document, are negotiable. Proposals shall completely describe the equipment and methods the Offeror will use to implement the system. The intent of this document is to allow Offerors to use the best equipment, technology, and methods available to provide a state-of-the-art broadband system of highest quality and performance.
3. The County's 2-phase procurement process will consist of a Design Verification Phase followed by a Deployment Phase. The Design Verification Phase would allow the Offeror to gather information and design a network that the Offeror would be willing to build, subject to any conditions or requirements identified in the network design. If the County accepts the detailed network design, the Offeror would move to the Deployment Phase to build and operate the network as designed. The County will have the opportunity to consider the design the Offeror is committing to build and the resource implications of that design against the County's goals, assets, budget and community demand. The County may then determine whether or not to proceed to the Deployment Phase.
4. The County reserves the right to include additional legal terms and conditions upon selection of the final Offeror(s). The issuance of this RFP and the acceptance of proposals (or designs) do not bind or impose legal obligation upon the County or the Offeror in any way, nor does it limit the County's right to negotiate in its best interest with any Offeror.

D. Current Broadband Areas of Need:

1. The County has provided a broadband coverage map, with identified areas as unserved or underserved in Attachment E.
2. Offerors are encouraged to identify other project areas in their responses and indicate if any of the proposed projects might be better served as VATI projects.

E. If there is potential for the Offeror to provide services to schools, libraries or other institutions eligible for e-Rate funding: The Offeror must be registered with the Universal Service Administrative Company (“USAC”) and have a Service Provider Identification Number (“SPIN”). This requirement is necessary to support schools, libraries and certain other institutions that are eligible to receive financial support for Internet connectivity and other services through the federal “e- Rate” program. In order to receive this federal funding support, eligible institution must purchase services from a provider who has registered with the USAC and obtained a SPIN.

**IV. INSTRUCTIONS TO OFFERORS**

A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the Spotsylvania County Procurement Policy. The Procurement Policy is available at: <https://www.spotsylvania.va.us/377/Spotsylvania-County-Policies>.

B. Questions related to the RFP shall be directed to:  
Toni Vaughan, Acting Procurement Manager  
E-mail: [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us)

Questions or requests for clarification shall be emailed. All responses to inquires will be in writing in the form of a written addendum and will be posted on the Spotsylvania County website at <http://www.spotsylvania.va.us/374/Solicitations>. Questions from Offerors must be received by the Spotsylvania County Procurement Division by the date identified on the front of this solicitation in order to ensure that the answers can be sent and received by the prospective Offerors for their consideration prior to the date proposal are due.

C. Three (3) copies and one (1) original indicated as “Original” of Proposals, along with an electronic copy of the proposal and attachments on a virus free flash drive, either in Microsoft Word or PDF format shall be submitted to:

Spotsylvania County Procurement Division  
Toni Vaughan, Acting Procurement Manager  
P.O. Box 215, 8800 Courthouse Road, 2nd Floor Room 414  
Spotsylvania, Virginia 22553

Should the proposal contain proprietary information, Offeror shall provide one (1) electronic, redacted copy of the proposal and attachments with proprietary portions removed or blacked out, on the flash drive. This copy shall be clearly marked “*Redacted Copy*”. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. The County of Spotsylvania shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy. No other distribution of the proposal shall be made by the Offeror.

D. All Proposals must be in a sealed envelope or box and clearly marked with the following information:

"Sealed Proposal, RFP #21-30-TV, Broadband Expansion Services" and company name and address. Proposals not so marked or sealed may be returned to the Offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Offeror. All expenses incurred for submitting Proposals to Spotsylvania County shall be borne by the Offeror. **All Proposals shall be received by the time and date identified on the front of this solicitation.** The time of receipt shall be determined by the time clock stamp in the Procurement Division, Room 414. Any Proposal received after this time and date will not be considered. Proposals will be returned to the Offeror unopened if received by special carrier or not accepted if hand delivered by Offeror.

The Offeror has the sole responsibility to have the proposal received by the Spotsylvania County Procurement Division at the above address and by the stated time and date. **Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Spotsylvania, VA. Next day delivery usually arrives in mid-to-late afternoon. Also, please note that USPS deliveries require additional days from the post office to the procurement office.** If you will be using one of these services for delivery of your proposal, please take this information into consideration. It is the Contractor's responsibility to ensure that the package is delivered to the Procurement Division by the due date and time.

Incident Weather: In the event that Spotsylvania County is closed during the scheduled times for a pre-bid (pre-proposal) conference or bid opening, the pre-bid conference or bid opening will occur on the next business day that Spotsylvania County is open at the appropriate times as stated in the IFB/RFP. No exceptions will be made in this situation. Please contact the procurement officer as stated in the IFB/RFP for information pertaining to this procurement.

- E. The Offeror shall submit a proposal that demonstrates and provides evidence that the Offeror is able to provide suitable services and has the capabilities, professional expertise, and experience to provide the proposed goods and services to Spotsylvania County.
- F. Offerors are responsible for familiarizing themselves with the conditions and objectives of the services described herein.
- G. As a guideline the County anticipates the following tentative timetable for selection of a Contractor and implementation of a contract. All dates listed below are subject to change.

<u>Date</u>	<u>Activity/Event</u>
May 2021	Request for Proposal issued
July/August, 2021	Tentative County contract effective date

- H. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- I. Any vendor transacting business with Spotsylvania County requires a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. **Include a copy of your State Corporation Commission Certificate and a list of officers with your proposal response.**

## V. PROPOSAL REQUIREMENTS

- A. The proposal shall provide information necessary for Spotsylvania County to evaluate the qualifications, experience, and expertise of the proposing firm to provide services identified herein. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- B. The written proposal shall contain concise information which presents an understanding of the work to be performed. The Offeror is asked to address each evaluation criteria contained in Section VI, Proposal Evaluation Criteria and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the County may properly evaluate the firm's capabilities to provide the required services.
- C. The proposal shall clearly indicate primary contact and assigned personnel. Offeror shall provide the name of the Offeror and firm, if any, the address and telephone number, and the name and title of the primary and secondary individuals who would be responsible for providing these goods and/or services to the County. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Spotsylvania requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete, or lack of key information may be considered nonresponsive by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- D. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- E. Each copy of the proposal should be bound or contained in a single volume where practical. All

documentation submitted with the proposal should be contained in that single volume. Pricing information should be a **separate** section of the proposal. Offerors shall provide a table of contents and number all pages of their proposal response and shall fill out and return the cover page of this RFP signed by a person with corporate authority to enter into any contract which may result from the RFP.

- F. Offerors shall indicate any exceptions taken to any part of this Request for Proposals. Offerors shall fill out and clearly identify any proprietary information on **Attachment A** and return with proposal response. Identify the specificity of the data or other materials for which protection is sought, indicate the section and page number where it can be found in the Offerors RFP response and state the reasons why protection is necessary in accordance with the Code of Virginia, Chapter 43, § 2.2-4342. For more details, see Section VII Terms and Conditions paragraph S, Freedom of Information Act.
- G. Offeror shall provide a minimum of three references of other similar size local government entities utilizing the services they have provided on **Attachment B**. The references shall include names, phone numbers and email addresses of key contact personnel. Current contact information shall be provided. Spotsylvania County cannot be listed as a reference. The County reserves the right to check undisclosed references.
- H. All costs of proposal preparation and presentation shall be borne by each Offeror. The County is not liable for any cost incurred by the Offeror prior to issuance of a contract.
- I. Offeror shall include a copy of their State Corporation Commission Certificate of Good Standing and a list of officers with their proposal response, as identified in Section V, subdivision H above.

**VI. ADDITIONAL SPECIFIC PROPOSAL REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

Section 1 – Methodology/Specific Plan: Provide a description of methodology of the Offerors design and management processes incorporating an understanding of the goals and criteria of this project and how the Offeror intends to meet those goals and criteria. See Attachment D: Proposal Requirements.

Section 2 – Experience: A written narrative to include:

1. Experience in providing the services described herein, including specific experience and qualifications with similar projects.
2. The firm's years and extent of experience, to include familiarity with the FCC regulatory environment and internet service.
3. Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
4. Pursuant to Virginia Code § 2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to

include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

**Section 3 – Proposed Price:** Submit a detailed price proposal which includes any and all costs associated with providing this service, for each of the types of coverages detailed in Section V: Statement of Needs.

1. Include a summary of your ability and strategies to control costs.
2. See Attachment D: Proposal Requirements. Information should be provided in the same order as listed in Attachment D.

**Section 4 – Additional Information:** Submit a detailed price proposal which includes any and all costs associated with providing this service, for each of the types of coverages detailed in Section V: Statement of Needs.

- Transmittal Letter: Identify the prime Offeror and any subcontractor or partnership arrangements involved in the proposal.
- Offeror Contacts: The Offeror should provide the names, addresses, telephone, mobile numbers for all key staff, subcontractor and partner contacts.
- Financials: Please provide an explanation and data to demonstrate to the County your financial capacity and capability to undertake this project. Among other documents, you may provide audited financial statements, banks statements or SEC filings. In addition, you should commit to obtaining Commercial Contract Surety Bond, you will receive the maximum credit under the Financial Viability criterion for scoring of the proposals to this RFP.
- Describe any planned use of small businesses and businesses owned by women and minorities and service-disabled veterans in fulfilling this contract.
- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- Offeror Data Sheet
- State Corporation Commission Form
- Certification of No Collusion
- Insurance Requirements
- Proprietary/Confidential Information
- Sample Contract Form (for information purposes only)
- IRS W-9 Form
- If available, current Spotsylvania County Coverage Map or Table of Locations Served in the County or statement abstaining with cause.
- If available, current estimation of number of serviceable locations in Spotsylvania County which could be served at broadband speeds (25mbps down/ 3mbps up).

**VII. PROPOSAL EVALUATION CRITERIA**

- A. Selection of the successful Offeror(s) will be based upon submission of proposals meeting the selection criteria. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal. The Source Selection Committee (SSC) will use the following criteria in its review and evaluation of the Proposals:

EVALUATION CRITERIA		WEIGHT
1.	Proposal Cost Efficiency ➤ The County’s expense/portion of total costs	20%

EVALUATION CRITERIA		WEIGHT
	<ul style="list-style-type: none"> <li>➤ Offeror's Expense</li> <li>➤ Cost per home</li> </ul>	
2.	Estimated Internet Speeds and Latency	20%
3.	Population Served <ul style="list-style-type: none"> <li>➤ Number of Businesses and Community Anchor Institutions Passed</li> <li>➤ School Aged Children Positively Impacted</li> </ul>	20%
4.	RFP Compliance	10%
5.	Customer Plans and Pricing <ul style="list-style-type: none"> <li>➤ Marketing Activity</li> </ul>	10%
6.	Offeror's Financial Capability and Experience	5%
7.	Project Readiness	10%
8.	Overall Quality of Proposal	5%
Total		100

- B. The Selection Committee will evaluate the most responsive proposals as deemed by staff and may also ask questions of a clarifying nature from Offerors as required. A composite rating will be developed which indicates the group's collective ranking of the written proposals in a descending order. If deemed necessary by the selection committee, the County shall engage in individual discussions with two or more Offerors deemed the most fully qualified, responsible and suitable on the basis of the Selection Committee's evaluations. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- C. At the conclusion of any discussion, on the basis of evaluation factors as set at the time of issuance of this proposal and all information developed in the selection process to this point, the County shall select in the order of preference one or more Offerors whose qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the Offeror ranked first. 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. Spotsylvania County reserves the right to award a contract to more than one Offeror, if it is in the Owner's best interest.

The County reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of Spotsylvania County.

**VIII. TERMS AND CONDITIONS:** (Effective March 4, 2019)**A. Acceptance, Invoicing and Payment**

Spotsylvania County will make payment to the Consultant, Net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for work resulting from this RFP.

Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFP, or to the selected consultant prior to the Board of Supervisors' approval of a consultant services contract.

Pursuant to Virginia Code § 2.2-4354, (1950, as amended), the Consultant covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the Consultant under the Agreement, (i) pay any subconsultant for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subconsultant, or (ii) notify the County and the subconsultant, in writing, of its intention to withhold all or part of the subconsultant's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Consultant under the Agreement;
3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subconsultant and the Consultant on all amounts owed by the Consultant that remain unpaid after seven (7) days following receipt by the Consultant of payment from the County for work performed by the subconsultant under the Agreement; and
4. Include in its contracts with any and all subconsultants the requirements of 1, 2, and 3 above.

**B. Attorney's Fees**

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Consultant, the Consultant shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.

**C. Audit**

Consultant shall keep and require each of its subconsultant, if any, to keep, at no additional cost to County, full and detailed accounts of costs chargeable to County, during the project, and for five (5) years following completion. County shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of County), and verification of costs. Audit access to Consultant's records in lump sum or unit price areas when applicable shall be sufficient to satisfy County that all quantities meet the payments to its subconsultant and suppliers, Consultant shall remit promptly to County the amount of any adjustment resulting from audit.

**D. Availability of Funds**

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

#### E. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting Contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

#### F. Compliance of Law

The Consultant providing materials and services to the County under any contract resulting from this RFP represents and warrants to the County that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians with Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code§ 2.2-4311.1;
3. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;
4. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
5. Complying fully with the Virginia Conflict of Interest Act.
6. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.

#### G. Contract Award

Spotsylvania County has the right to award a contract to more than one Offeror, if it is in the County's best interest to provide adequate services in accordance with the criteria found in the Scope of Services. Should Spotsylvania 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Spotsylvania County reserves the right to award the contract to the most qualified, responsible, and responsive offeror(s), resulting in a negotiated agreement, which is most advantageous to and in the best interest of Spotsylvania County. Spotsylvania County shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and Spotsylvania County's decision shall be final.

#### H. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of Spotsylvania County either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon Spotsylvania County unless made in writing and where Board approval is not required, by the County Administrator or his designee.

#### I. Contract Documents

The contract entered into by Spotsylvania County and the Consultant shall consist of this Request for Proposal, any addendum issued, the proposal submitted by the Consultant, Spotsylvania County's Standard Form of Agreement, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents. Additional documents which the parties agree to include as contract documents may be set forth in the final contract.

#### J. Cooperative Procurement

- (1) This procurement is being conducted on behalf of Spotsylvania County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- (2) If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor's bid/proposal.
- (3) With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
- (4) The County of Spotsylvania, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Spotsylvania County contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that particular public body.
- (5) Spotsylvania County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may carry out such notification.

#### K. Definitions:

1. **Consultant:**  
The Consultant who enters into a contract with Spotsylvania County to provide the services herein for Spotsylvania County.
2. **County:**  
Wherever the word "County" appears, it shall be understood to mean Spotsylvania County Government.
3. **Offeror:**  
A person who makes an offer in response to a Request for Proposals.

4. **Informality:**

A minor defect or variation in a bid or proposal from the exact requirements of the Invitation for Bid, or the Request for Proposal, which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

L. Drug Free Workplace

During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultant'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 Consultant that the Consultant 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 subconsultant or vendor.

For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the Consultant, 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.

M. Ethics in Public Contracting

The Offeror hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this RFP, are proper and in accordance herewith. By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subconsultant 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.

N. Examination of Records

The Consultant agrees that Spotsylvania County or any duly authorized representative shall have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Consultant involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims. Consultants agrees to keep all records in accordance with the state and local retention laws including but not limited to Virginia Code § 55-525.27.

O. Faith-Based Organizations

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a Consultant to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONSULTANT is a faith-based organization, then Consultant shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

#### NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY’S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the COUNTY Administrator.

#### P. Federal-Aid Provisions

When the U. S. government pays all or any portion of the cost of a project, the Consultant shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Consultant shall require all subconsultants to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that is part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Consultant and registration with the Central Consultant Registration (CCR) shall be followed according to the federal aid provisions.

#### Q. Freedom of Information

All information submitted to the County in response to this RFP will constitute public information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code § 2.2-4342 and County Procurement Policy § 3-27, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder/Offeror must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) Specifically identify which data or materials they wish to have protected; and (3) Articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the County. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder/Offeror to assert a claim against the County for disclosure of trade secrets or proprietary information.

#### Q. Grant Funds Provision

When a project is funded in part or all by grant funds, the Consultant shall observe all rules and regulations according to the grant fund award documentation. Consultant has the responsibility to comply with all grant

fund reporting requirements and any or all award documentation terms and conditions.

#### R. Governing Law

In any contract resulting from this RFP, the parties agree that this agreement is governed by and shall be interpreted in accordance with the Spotsylvania County Procurement Policy and laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.

#### S. Headings

Headings in the RFP and any resulting contract are informational only and the substance of each numbered or lettered provision shall prevail in the event of any ambiguity or inconsistency between a heading and its content.

#### T. Insurance

During the performance of any Contract resulting from this RFP, the Consultant shall have and keep current insurance whichever is greater in scope or amount as follows:

1. Worker's Compensation Insurance in compliance with all states in which Consultant does business, including coverage B Employer's liabilities in not less than the following amounts:
  - i. Bodily Injury by accident \$100,000 for each accident;
  - ii. Bodily Injury by disease, \$500,000 policy limit;
  - iii. Bodily Injury by disease, \$100,000 for each employee.
2. General Liability insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent Consultants, and personal injury.
3. Automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned apparatus.

The General Liability and Automobile Liability insurance policies specified herein shall name Spotsylvania County as additional insured with regard to work performed under any contract resulting from this RFP. The Consultant shall provide Spotsylvania County with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying Spotsylvania County if there is any change in liability insurance.

#### U. Interpretation

Words of any gender used in any Contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

V. Non-Collusion

The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the County or any person interested in the proposed contract; and that all statements in said proposal are true.

W. Non-Discrimination

Any contract resulting from this RFP and every contract, sub-contract, or purchase order there under shall include the following provisions according to Virginia Code §2.2-4311:

During the performance of a contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicant for employment, notices setting forth non-discrimination clause.
2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement.

The Consultant will include the provisions in the foregoing paragraphs a, b, and c in every contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor associated with Spotsylvania County.

Y. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by Spotsylvania County, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to Spotsylvania County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of Spotsylvania County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

Z. Proposal Withdrawal

Any Proposal may be withdrawn up until the time set above for the opening of the Proposal. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of 150 days.

AA. RFP Proposal and Clarification

Spotsylvania County reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any

inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to the Spotsylvania County Procurement contact listed on the first page of this RFP. Spotsylvania County shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written RFP Addendum issued by the Spotsylvania County Procurement Division is the only official method whereby interpretation, clarification, or additional information can be issued.

**BB. Release and Ownership of Information**

Spotsylvania County shall make a good faith effort to identify and make available to the Consultant all non-confidential technical and administrative data in Spotsylvania County's possession which Spotsylvania County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Consultant and relating to its work under this Contract. Spotsylvania County reserves its rights of ownership to all material given to the Consultant by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Consultant in performing any Contract resulting from this RFP.

No reports, information or data given to or prepared by the Consultant under the resulting Contract shall be made available to any individual or organization by the Consultant without the prior written approval of Spotsylvania County, which approval Spotsylvania County shall be under no obligation to grant.

As may be allowed by law, any information, ideas, or concepts that the County receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of Spotsylvania County. Spotsylvania County may use this information for any purpose without compensation to the offeror from whom the information was received.

**CC. Rights and Responsibilities of Consultant**

The Consultant shall indemnify, defend and hold harmless the County and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by Consultant and/or its Consultants or employees, or anyone else for who Consultant is or may be responsible. This section shall survive the termination this agreement.

The Consultant in any contract resulting from this RFP shall pay all royalties and license fees necessary for performance of the contract. The Consultant shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save Spotsylvania County harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

**DD. Subconsultants and Assignments**

The Consultant shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of Spotsylvania County of which Spotsylvania County shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Consultant shall furnish all information required by Spotsylvania County to permit Spotsylvania County to ascertain the qualifications of the proposed subconsultant to perform the work, and the Consultant shall submit a copy of the subcontract to Spotsylvania County for approval. The subcontract shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP.

Spotsylvania County's approval of a subconsultant shall not relieve the Consultant of any of its responsibilities, duties or liabilities hereunder. The Consultant shall continue to be responsible to Spotsylvania County for performance of the subconsultant and the subconsultant, for all purposes, shall be deemed to be an agent or employee of the Consultant. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any subconsultant and Spotsylvania County.

**EE. Tax Exemption**

The County of Spotsylvania as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the County.

**FF. Termination**

Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of Spotsylvania County.

**ATTACHMENT A**

**TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION**

***IF NO PROTECTION IS NEEDED STATE "N/A" ON THE TABLE BELOW AND SIGN.***

Trade secrets or proprietary information submitted by any Bidder/Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Bidder/Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. **The proprietary or trade secret material submitted must be identified by the Bidder/Offeror on the table below.** If the Bidder/Offeror fails to identify any protected information on the table below, the Bidder/Offeror by return of this form, hereby releases the County and all of its employees from any and all claims, damages, demands or liabilities associated with the County’s release of such information, and agrees to indemnify it for all costs, expenses and attorney’s fees incurred by the County as a result of any claims made by Bidder/Offeror regarding the release of such information. By submitting its bid or proposal, Bidder/Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the County. The classification of line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder/Offeror refuses to withdraw such a classification designation, the bid/proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

(RETURN THIS FORM)

**ATTACHMENT B  
REFERENCES  
RFP #21-30-TV**

A list of 3 References for which the Contractor has provided similar good/services over the last 5 years similar in Scope to that which is described herein shall be provided with the RFP Package. Spotsylvania County cannot be listed as a reference.

Please list references below:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Contact: \_\_\_\_\_

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

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

Additional Information: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Email Contact: \_\_\_\_\_

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

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

Additional Information: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Email Contact: \_\_\_\_\_

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

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

Additional Information: \_\_\_\_\_

(RETURN THIS FORM)



**ATTACHMENT C  
COVID-19  
INFORMATION TO OFFERORS  
For  
RFP #21-30-TV  
BROADBAND SERVICES  
May 24, 2021**

Due to COVID-19, The Spotsylvania County Procurement Office located in the Marshall Center is closed to the public and open only on an appointment basis. Please note that proposals will be received at the Spotsylvania County Snow Library side of the building at the Marshall Center, 8800 Courthouse Road, Spotsylvania, VA 22553.

The Offeror has the sole responsibility to have their proposal received by the Spotsylvania County Procurement Division at the address listed on the RFP and by the stated date and time as listed in the Request for Proposal. If you hand deliver your proposal, Offerors need to go to the **Snow Library side of the Marshall Building, not the Snow Library** and go to the two white double doors located beside the "Procurement Division" sign and call the Procurement Office (**540-507-7503**). Someone from the Procurement Office will come to the door to receive your proposal. **Offerors are encouraged to submit your proposal early in order to ensure your proposal is received on time.**

**Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Spotsylvania, Virginia. Next day delivery usually arrives in mid-to-late afternoon. Also, please note that USPS deliveries require additional days from the post office to the Procurement Office.** If you will be using one of these services for delivery of your proposal, please take this information into consideration, you may also want to let the mail carrier know the Building is locked. Offerors are advised to call the Procurement Office to confirm if your proposal was received.

Late proposals shall not be considered and will be returned to Offeror unopened if received by special carrier or not accepted if hand delivered by Offeror. The time of receipt shall be determined by the Procurement time clock stamp.

In the event that Spotsylvania County is closed during the scheduled times for proposal receipt, it will occur on the next business day that Spotsylvania County is open at the appropriate times as stated in the RFP. No exceptions will be made in this situation. Please contact the procurement officer as stated in the RFP for information pertaining to this procurement.

## ATTACHMENT D – PROPOSAL REQUIREMENTS

### 1. Proposal — System Deliverables and Submittals

OFFERORS **shall** indicate whether or not the proposal is submitted with intent to partner with the County on a VATI or other grant application(s). Sections pertinent to this intent are indicated with an asterisk. Offerors need only complete those sections when partnering with the County on VATI applications is the Offeror’s primary intent.

#### 1.1 General

- A. \*The Offeror will be required to propose a partnering agreement.
- B. The Offeror will provide a detailed description of the proposed system and services to be provided.
- C. Offerors are required to provide:
  - 1. Maps showing proposed locations for equipment – which vertical assets (existing and proposed) and any relevant engineering drawings.
  - 2. For Wireless Projects: Predicted RF propagation maps showing coverage and anticipated signal strength (broadband speeds in coverage locations).
  - 3. Proposed methods to address limited coverage areas.
- D. The Offeror will provide a phased project plan outlining the tasks performed by the Offeror to provide the services in this RFP. This plan should include, at a minimum:
  - 1. Physical site assessment for the site(s)
  - 2. Timeframe to perform installation and commission of equipment.
  - 3. Permitting activities.
  - 4. For Wireless: Antenna and line installation.
- E. During the Deployment Phase the selected Offeror will attend a monthly deployment meeting and provide monthly status reports of the progress of the deployment.
- F. \*The Offeror must describe the roles, responsibilities and resources required of The County including required public funding per phase.
  - Identify any local, state or federal resources that the Offeror contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment

#### 1.2 Operational Deliverables and Submittals

- A. Provide Service Level Agreements for subscribers for the County’s review.
- B. Offeror will be required to provide operations and maintenance of site equipment.
- C. Offeror will be required to provide tiered severity level response times for subscriber service

and outages.

- D. Offeror will be required to provide billing and accounting systems for subscribers.
- E. Offeror will be required to provide all sales and marketing of proposed service. The County may assist in marketing by providing marketing information in direct mailings to citizens and/or provide minimal information with contacts on The County's website.

## 2: General Offeror Information

\*Please provide the following information:

1. Name of company
2. Length of time in business
3. Length of time in business providing proposed services
4. Gross revenue for the prior fiscal year (in US dollars)
5. Estimated percentage of gross revenue generated by proposed services
6. Total number of current customers
7. Number of public sector customers
8. Number of full-time personnel available to perform the work expeditiously
9. Proof of Offeror being registered and licensed in the Commonwealth of Virginia to design, provide and maintain a broadband network
10. Where is the Offeror's headquarters located?
11. Where does the Offeror have field offices located?
12. Which office would serve Spotsylvania County business and residents?
13. If the Offeror has had a contract terminated for default during the past 5 years, all such incidents must be described.

## 3: Service Schedules and Cost of Services

1. Do you offer month to month or minimum contract term for data service?
2. Cost to the customer for: Broadband access full time plan(s)
3. Cost to the customer for: Shipping, normal for placed orders
4. Cost to the customer for: Overnight or expedite shipping
5. Cost to the customer for: Broadband customer premise equipment /Modem device
6. Cost to the customer for: Installation at customer premise
7. Cost to the customer to cancel service: after one month, 1 year, 2 years
8. Cost to the customer for activation/implementation
9. Do you support direct customer service & Offeror relations without 3rd party involvement?
10. What are your typical customer service response times?
11. Do you guarantee a particular response time to your customers?

## 4: Project Area Selection

\*Explain why and how the project area(s) was selected. Describe the proposed geographic area including specific boundaries of the project area (e.g. street names, local and regional boundaries, etc.). Attach a copy of the map of your project area(s).

Label map: Attachment 1 –Project Area Map(s).

5: Residential Serviceable Units

\*Provide the number of residential serviceable units in the project area(s). Describe the eligible premises that will be served by the proposed project and the basis for these projections.

6: Businesses and Community Anchor Institutions

Indicate the numbers of businesses and community anchor institutions the proposed project(s) will pass in the project area(s). Also indicate the number of home-based businesses. Provide specific information. The County is available to assist in this data collection effort.

7: Projected Take Rates

Understanding that projected take rates are an estimate, provide the anticipated take rate for the proposed service within one year of project completion and describe the basis for the estimate. Also detail all actions (e.g. marketing activities, outreach plan) to be implemented to reach the identified potential serviceable units within the project area(s).

8: Wireless Infrastructure Ownership

\*For wireless projects only: Please explain the ownership of the proposed wireless infrastructure. Will the wireless Internet Service Provider own or lease the radio mast, tower, or other raised structure onto which the wireless infrastructure will be installed?

9: Download and Upload Speeds

\*Provide the proposed download and upload speeds for the project area(s). Detail whether that speed is based on dedicated or shared bandwidth, and detail the technology that will be used. This description can be illustrated by map or schematic diagram, as appropriate. Describe the Internet service offerings to be provided after completion of this project and your price structure for these services. The service offerings should include all relevant tiers.

10: Network System Design

Provide a description of the network system design used to deliver broadband service from the network's primary Internet point(s) of presence to end users, including the network components that already exist and the ones that would be added by the proposed project(s). Also describe specific advantages of using this technology. Provide a detailed explanation on how this information was compiled and source(s). For wireless projects, provide a propagation map including the proposed project. Label Map: Attachment 5 – Propagation Map Wireless Project

11: Project Readiness

What is the current state of project development (e.g. planning, preliminary engineering, identifying easements/permits, financial agreement with community (if applicable), final design, etc.)? Prepare a detailed project timeline or construction schedule which identifies specific tasks, staff, contractor(s) responsible, collection of data, etc., and estimated start and completion dates. Provide any Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) (drafts are allowable), letters of support, etc. The timeline should include all activities being completed within 18 months of

contract execution with The County. Label Attachments: Attachment 6 – Timeline/Project Management Plan; Attachment 7 – Relationship between Offeror/Community (if applicable); Attachment 7 – Letters of Support;

- i. If the Offeror/Community partnership is formalized in a written agreement, provide a copy of that agreement.
- ii. If the Offeror/Community partnership has not been formalized, provide a short description of the project management role, financial commitment, or other contribution to the project for the Offeror, and any additional partners.

## 2: Project Matching Funds

Matching funds: Provide a description of the matching funds the applicant will invest in the proposed project. Label Attachments: Attachment 9 - Documentation of Match Funding; Attachment 10 – Funding Sources Table.

- i. For each element of matching funds in the description, indicate the type of match (e.g. cash, salary expense, or in-kind contribution).
- ii. Identify whether the applicant or the County are responsible for providing each element of the proposed matching funds.
- iii. Include copies of Offeror quotes or documented cost estimates supporting the proposed budget.
- iv. For projects which involve applications for federal funds through ReConnect and/or Rural Development Opportunity Fund; please describe how the leveraged the County funds and amount will be utilized during application process and post award/offer of federal grant funding.
- v. For projects which involve applications for federal funds through ReConnect and/or Rural Development Opportunity Fund; please describe grant application related activities required of the County or County Staff. How will the County or County Staff assist in writing grant applications?
- vi. If responding for multiple project areas and quoting different funds based solutions; depending on the area; please present the funding strategy for each in table format.

## 13: Project Contacts

\*Provide detail if this project includes additional partners such as municipal providers, middle-mile providers, or investor owned utilities. Provide a concise description of their role and responsibilities for the project. Present this information in table format.

## 14: Project Budget and Cost Appropriateness

Applicants shall provide a detailed budget as to how the County funds will be utilized, including an itemization of equipment and construction costs and a justification of proposed expenses. Expenses should be substantiated by clear cost estimates.

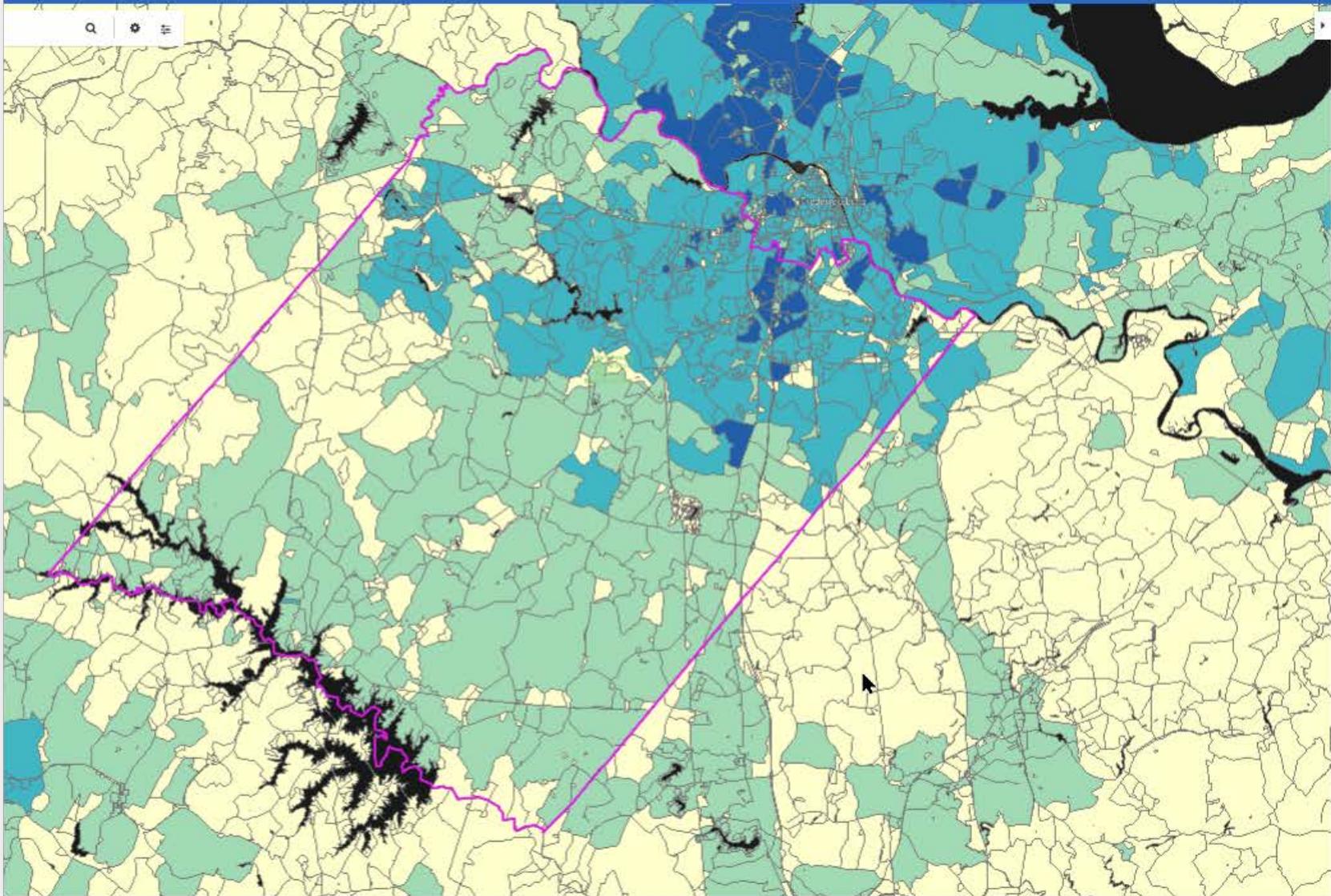
Label Attachment: Attachment A– Derivation of Costs; Attachment B - Documentation of Supporting Costs; Attachment C – Supporting Documentation of Cost Estimates.

## 15: Commonwealth Priorities

\*Additional points will be awarded to proposed projects that reflect Commonwealth priorities. Please describe if any of the proposed projects fit into a larger locality or regional universal broadband plan.

16: Other Information

Any other equitable factor that the Offeror desires to include.



Spotsylvania County, VA



Broadband

Technology Cable, Fiber, Fixed Wireless  
 Speed ≥ 100/10 Mbps  
 Date June 2020 (latest public release)

