



County of Surry, Virginia

Broadband Authority
County Administrator's Office
PO Box 65
45 School Street
Surry, VA 23883
Phone: (757) 294-5271
Fax: (757) 294-5204

Request for Proposal

RFP #10-01

Broadband Network Services

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

All questions concerning this RFP must be submitted in writing (email is acceptable) by 4:00 PM EST of January 27, 2010 and addressed to:

Ms Rhonda Russell Mack
Director of Planning and Community Development
Surry County
P.O. Box 357
Surry, Virginia 23883
rmack@co.surry.state.va.us

**Surry County Broadband Authority
Request for Proposal for Broadband Network Services**

DATE OF THIS REQUEST: January 4, 2010

DESCRIPTION: *Broadband Network Services*

PROPOSAL DEADLINE: February 3, 2010 @ 4:00 p.m. EST

SUBMISSION REQUIREMENTS:

Six (6) copies of the proposal, including one original (clearly marked "ORIGINAL"), and one copy in WORD software or PDF on CD, shall be submitted in a sealed container. The face of the container shall be clearly marked in the lower left corner as follows:

RFP#: 10-01

RFP FOR: Broadband Network Services

OPEN: February 4, 2010, @ 4:00 PM

Proposals must be submitted to:

Mr. Tyrone Franklin, County Administrator
County of Surry
45 School Street
PO Box 65
Surry, VA 23883
757-294-5271

Proposals must be received by the date and time stated above or they will remain unopened and returned. No allowance will be made for postmark or error in delivery to incorrect address. It is the sole responsibility of the bidder to ensure timely and correct delivery of bid to the person and address stated above. Overnight delivery services may not guarantee timely next day delivery. Please check with the service you use.

Please direct all requests for information relating to this RFP in writing to:

Ms. Rhonda Russell Mack
Director of Planning and Community Development
County of Surry
45 School Street
PO Box 357
Surry, VA 23883
rmack@co.surry.state.va.us

I. Purpose of RFP

To seek proposals from qualified entities for broadband services in connection with the deployment, operation and maintenance of a broadband network that will provide residents and businesses in unserved and underserved portions of Surry County (hereinafter "County"), as well as certain governmental agencies and departments, with competitively priced high speed data and Internet services (hereinafter "broadband").

Formed on May 7, 2009, the Surry County Broadband Authority is a public body exercising public and essential governmental functions to provide for the public health and welfare under the under the Virginia Wireless Service Authorities Act ("Act"), § 15.2-5431.1 et seq. of the Code of Virginia, as amended. The Authority is issuing this RFP in order to identify and enter into agreement with entities from the private, nonprofit or governmental sectors in order fulfill this community need. In addition, the Authority plans to apply for grant funding that is available through The American Recovery and Reinvestment Act of 2009 ("ARRA").

II. Background

All of Surry County is underserved in terms of access to broadband, and unserved in the majority of the county. There is no competition for high speed Internet access other than the incumbent telephone provider offering T1 services; responses from a mailed survey indicate most businesses find the T1 services are considered to be too expensive. DSL is not offered anywhere in the County, and there are no TV cable providers serving the County. The County has a significant investment in an industrial/commercial business park that has failed to attract new businesses due to its lack of affordable communications infrastructure. The key employer in the business park has indicated that their T1 service is unreliable and is dissatisfied with the lack of options available. Without broadband service to residents, meaningful distance learning is not an option for those seeking higher education opportunities – resulting in many young people leaving the county.

Surry County has completed broadband planning that included a needs assessment and conceptual network design and costing. Businesses and residents expressed strong support for the County's efforts to enable broadband services. The County Board of Supervisors authorized the formation of a Broadband Authority as authorized under Virginia Statute (Virginia Wireless Service Authorities Act) and directed local government staff to seek funding assistance to implement broadband network infrastructure and service delivery.

The recommended solution for expanding broadband availability in the County consists of a fiber optic network serving high bandwidth users within a cost effective distance from the fiber while also supporting wireless services to residents and small businesses. Both can be addressed simultaneously if funding and commitments can be secured. The majority of key businesses, high bandwidth users and government facilities are located within the limits of the Town of Surry. Business stakeholders have participated in the community network planning, seeking high bandwidth alternatives to the current T1 data infrastructure.

A key to future business growth in the County is the Surry West Business Center, the commercial park located west of the town limits on the Highway 10 corridor. The Authority intends to build a fiber optic network initially in the downtown Surry area, extending south and west to the Surry West Business Center. This network will also pass Horizon Health and the county's rural health center. In addition to fiber, the Authority intends to construct a free standing tower within the Town of Surry with connectivity to fiber for efficient backhaul and access to cost-effective Internet transport via licensed microwave frequency. In addition, two additional towers will be constructed, one in Dendron and one in Claremont. All three towers would be available for attachments of wireless equipment to provide broadband services. A copy of the community broadband planning study and all relevant maps depicting the proposed network route and service area may be downloaded from the following ftp site: <ftp://69.15.106.139>

Login: **RFP**
Password: **studies**

Login information is case sensitive. Site is for downloading of documents only, cannot open online. Please follow directions for downloading detailed on the web page. If you experience difficulty in downloading please call 770-592-9797 for assistance.

The initial fiber optic network build would be capable of supporting voice, data, video and backhauling of wireless services. It will be made available as a transport and distribution network to private providers on an open access basis who might wish to serve customers in surrounding areas. The initial network would also allow for high speed communications between schools, municipal facilities and other users of the wide area network. Long range planning envisions extending fiber to additional areas of the County to serve new facilities such as the future Old Dominion Electric Cooperative power plant proposed in Dendron, connectivity to the Dominion Nuclear Power Plant currently north of the Town of Surry and to additional towers for wireless backhaul.

III. Scope of Services Requested

Through this RFP it is the intent of the Authority to secure all aspects of network operation, maintenance and service provisioning from a third party or parties. The Authority would like to identify potential private, nonprofit, governmental, cooperative or other legal entities that would be willing and able to partner with the Authority in the application process for the Broadband Initiatives Program (BIP) and/or the Broadband Technologies Opportunities Program (BTOP) infrastructure funds appropriated through the ARRA and administered by the U.S. Departments of Commerce and Agriculture. Applications for funding through other programs may be considered if applicable to addressing the scope of services being requested. Through this RFP the Authority is soliciting innovative proposals from parties who wish to provide services in conjunction with the proposed 'fee for service' broadband network detailed above.

This RFP is intended to solicit proposals with parties that may have an interest in accessing dark fiber, lit fiber, or offering services via any technology to businesses and residents in Surry County. Additionally, services for operation and maintenance of Authority-funded infrastructure are desired. Broadband services shall be offered to residents, businesses and other public and private entities that desire such service. As stated previously, any network investment by the Authority is intended to be open access to encourage multiple uses that will benefit all Surry County citizens and the businesses that operate within the County, and meet all the requirements for ARRA funding. Proposals may include the provision of one or more of the services desired including but not limited to:

- Third party operation and maintenance of the fiber transport/backhaul network
- Last mile service delivery to subscriber premises via fiber or other technology
- Wireless service delivery to residents and businesses
- Leased access on Authority tower in downtown Surry
- Leased access on Authority fiber
- Internet access/transport services, interconnection with Authority fiber

Parties submitting a proposal should have demonstrated experience in rural, large scale broadband networks particularly in service provisioning, operation and maintenance. All proposals submitted must clearly identify the business plan for providing services in the County and to the Authority. The Authority will consider any and all potential ownership, operation and service models. Responses must be

complete and detailed to allow for timely review and follow up as determined by the Authority.

IV. Offeror Qualification Requirements

Offeror qualification requirements for proposal consideration shall include but not be limited to the following, and a response to each must be included in the proposal:

- a. Be registered and licensed by the Commonwealth of Virginia or the Federal Communications Commission, to provide the services proposed as may be applicable.
- b. Demonstrate success and experience in providing the services proposed.
- c. Document verifiable experience with broadband networks to include capital projects, operations, network and operation system maintenance, marketing, accounts receivable and payable, financing, local, state and Federal permitting, programming if applicable and project management.
- d. Provide proof of commitment of resources to execute proposed services in an expedited timeframe.
- e. Identify who will be the Project Manager for the Offeror and indicate all existing and planned office locations in Virginia.
- f. Be able to meet all of the requirements for eligibility and participation in the ARRA funding opportunities.

V. Assistance to be provided by the Authority

The Authority will provide, where applicable the following information:

- 1) The location by Longitude and Latitude coordinates or physical/street address of communications towers in the County of which the Authority is aware of at the time of issuance of this RFP;
- 2) Access to the Community Broadband Implementation Plan including maps showing locations of known businesses and governmental facilities, and conceptual network design;
- 3) Such reasonable additional information as may be necessary to provide specific services and meaningful response to this RFP.

VI. Proposal Content

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.

- a. An Executive Summary statement by the offeror of his/her understanding of the work to be performed and a response to each of the qualification requirements outlined in Section IV. The Executive Summary should be limited to a brief narrative not to exceed three (3) pages.
- b. Technology proposed to deliver services and a detailed presentation of the areas to be served, supporting infrastructure needs, method of access and/or interconnection, and services to be offered. If wireless technology is proposed, then specify which frequencies, licensed or unlicensed, as well as measures that will avoid or cure any frequency interference with county communications or other communications providers; and specify any required customer premise equipment. Please address the following questions and requests.
 - (1) Describe the type of technology that is intended to be used for the telecommunications network and a conceptual, diagrammatic design of the network including interconnection with other facilities and equipment and identifying which party is expected to provide and own which facilities and equipment.
 - (2) The telecommunications network must provide appropriate technical capabilities and meet industry standard performance requirements. Describe how the proposed network would meet industry standard quality of service (QoS) levels.
 - (3) Describe how the telecommunications network would be configured and deployed for initial implementation and be scalable for growth in the future.
 - (4) What provisions would be used to provide network maintenance, diagnostics, security and quality control?
- c. Any proposed agreements (terms and conditions of agreements at minimum) including proposed interconnection agreement, maintenance agreements, operations agreements, etc.

d. Proposed Cost of Services for all categories of services and to all categories of potential subscribers. Include upload and download speeds offered and throughput achieved historically.

- (1) Would the County be split up into different service areas? If so, please delineate on a map the service areas and describe what the differences would be, as well as the timeline of offerings.
- (2) Describe the planned service packages with speeds and pricing, planned incentive programs such as bundled services, pricing options such as levelized payment plans and 'pay-as-you-go' programs and any other relationship between technology performance and packages and pricing.
- (3) Provide an overall timeline of project implementation including design, construction, testing, start-up and roll-out of services
- (4) Describe the proposed marketing plan for services intended to be offered.

e. Proposed business model for public/private partnership with the Authority to provide services, required obligations of the Authority, fee for services and basis of compensation. Surry County and the Authority do not expect to have to use general revenue fund or any other local government funding resources for the ongoing operation and maintenance costs of the telecommunications network. Any debt associated with the network is expected to be self liquidating and the proposed business model should reflect these expectations using the community telecommunications planning study as a guide which may be downloaded from the following ftp site: <ftp://69.15.106.139>. Clearly show and identify expected Surry County and Authority expenses and revenues proposed and/or projected. The Surry County Broadband Authority is expected to own the described facilities identified in the community telecommunications plan, but not operate the network which is expected to be outsourced to either the offeror or other third party. Please address the following questions and requests.

- (1) One objective of the project is to provide broadband Internet access and other services for residents and businesses throughout the County. Please identify offeror's strategy to accomplish this objective and what services are anticipated.
- (2) How do the Authority's powers under the Virginia Wireless Service Authorities Act. (§15.2-5431.1 et seq., of the Code of Virginia)

assist with designing, implementing, operating, maintaining, and financing a telecommunications network in the County? What are your expectations from the County on this issue?

- (3) Describe how offeror's business model is expected to recoup the costs associated with the roll-out of the project and provide for its long-term sustainability.
- (4) Address the anticipated fee structure to include charges for installation, equipment, and monthly services.
- (5) Describe offeror's plan to address capital costs, operations and maintenance costs, depreciation, and any other expected costs associated with planning, building and operating the network. How will offeror contend with unforeseen expenses?
- (6) Describe offeror's planned customer support system when implemented and as new customers are added.
- (7) Describe offeror's planned network management and support facilities and services including how to support a County-wide network, staffing/hiring needs, marketing, operation and maintenance and all other business needs in operating the network. If offeror does not intend to manage the network, describe how management, operations and maintenance and customer support is expected to be addressed.
- (8) Describe any planned collaboration of other partners in ownership or operation of the network including the collaboration organizational structure, maintenance of respective interests as technology changes, financial relationship, responsibilities, etc. One party must be the contracting party with the Authority and any other collaboration parties must be subcontracting parties with offeror. Offeror will be responsible for all other collaboration partners.
- (9) Provide projected penetration/take rates at a minimum over the first 5 years of operation.
- (10) Offerors shall provide a detailed statement describing any special terms and conditions of offeror's proposal, and shall acknowledge

acceptance of the RFP inclusive of all of the terms and conditions contained therein, including general, special and other conditions, or clearly state exception to specific areas of the RFP.

- f. Proposed plan for and commitment to providing “non-discriminatory access” to end users over open access infrastructure as defined in the ARRA.
- g. Plan for sustaining network services over a 10 year period, including ability to update equipment to utilize the latest technological improvements.
- h. Ability to access private facilities if necessary for the network.
- i. Ability to contribute capital or in-kind contributions to the project, including contributing towards the non-federal 20% local share required for Federal (BTOP) grant funding assistance, or any expected contributions towards a BIP-funded proposal, including an expected ratio of loan to grant (or other funding sources).
- j. The approximate timetable for completing service deployment, including milestones for specific phases of deployment, if applicable.
- k. Resumes including experience of the personnel who will be assigned, relevant experience of each in working with local government and technical experience in providing the proposed services.
- l. A minimum of three organizations, preferably local governments, for which proposed staff has provided services. Include names, addresses and telephone number of persons who may be contacted for reference.
- m. Sign, date and include with your proposal Attachments A, B(1) and B(2).
- n. Indicate whether respondent has been a recipient of RUS loans/grants in the past and explain the nature and results of the projects so funded.

VII. Proposal Format, Checklist and Evaluation Scoring Method

To facilitate the review and analysis of responses to this RFP, the proposal format shall follow the Roman Numeral Section and alpha numerical subsections referenced throughout this RFP. A font size of 11 should be used in preparing the proposal response except where tables are used where a font size no smaller than 8 should be used. Times New Roman, Veranda or Arial font style should be used. To aid responders in submitting a proposal the following checklist should be used as a guideline.

In addition, the evaluation committee will review and evaluate the proposed responses according to meeting the described criteria, expectations and requirements described throughout the RFP with the level of compliance represented using a total number of 200 points scoring. If an item is predominately a compliance item, a nonpoint evaluation determination of Pass or Fail will be assigned. While a single Fail may not warrant further consideration of a proposal, number of Failures to comply in addition to other criteria such as level of competitiveness to other proposals, whether an item is mandatory or discretionary to waive and other considerations will be evaluated where in the best interest of Surry County and the Authority. While this scoring method is a tool to assist the evaluation committee, the final decision as to which proposal to pursue is in the sole discretion of the Authority.

Roman Number Section and Alpha Numerical Subsection	Title or Topic to be Addressed	General Instructions (See detailed instructions within each Section and Subsection)	Checklist ✓	Point Value
I.	Purpose of RFP	Acknowledgement that offeror has read and understands the Purpose of RFP	_____	Pass/Fail
II.	Background	Acknowledge that offeror has read and understands the Background including the community broadband planning study from the ftp site: ftp://69.15.106.139	_____	Pass/Fail
III.	Scope of Services Requested	Acknowledge that offeror has read and understands the Scope of Services Requested including area of interest, the provisioning of one or more of the services desired, and Responder has demonstrated experience in service	_____	Pass/Fail

Roman Number Section and Alpha Numerical Subsection	Title or Topic to be Addressed	General Instructions (See detailed instructions within each Section and Subsection)	Checklist ✓	Point Value
		provisioning, operation and maintenance. Clearly identify the business plan and all proposed potential ownership, operation and service models. Responses must be complete and detailed.		
IV.	Offeror Qualification Requirements	At a minimum, provide a response to each of the following below subsections.	_____	Pass/Fail
a.	Registration and License	Provide proof of registration and/or licensure to provide services proposed	_____	10
b.	Demonstrate Success and Experience	Address providing services proposed	_____	10
c.	Document Verifiable Experience	Include capital projects; operations; network and operation system maintenance; marketing; accounts receivable and payable; financing; local, state and Federal permitting; programming if applicable; and project management	_____	10
d.	Provide Proof of Commitment of Resources	Address resources to execute proposed services in an expedited timeframe	_____	10
e.	Eligibility and Participation	Demonstrate the ability to meet all requirements for eligibility and participation in the ARRA funding opportunities	_____	10
V.	Assistance to be Provided by the Authority	Confirm receipt of the following information provided by the Authority where applicable or indicate Not Applicable	_____	Pass/Fail

Roman Number Section and Alpha Numerical Subsection	Title or Topic to be Addressed	General Instructions (See detailed instructions within each Section and Subsection)	Checklist ✓	Point Value
1)	Latitude and Longitude coordinates or physical/street address of communication towers	Confirm receipt of location of communications towers	_____	Pass/Fail
2)	Access to the Community Broadband Implementation Plan	Confirm receipt of Implementation Plan including maps of known businesses and government facilities and conceptual network design	_____	Pass/Fail
3)	Reasonable Additional Information	Confirm receipt of additional information necessary to provide services and meaningful response to this RFP	_____	Pass/Fail
VI.	Proposal Content	Ensure proposals are simple and economical, straightforward with concise description of capabilities. Emphasize completeness and clarity of content.	_____	Pass/Fail
a.	Executive Summary	Address understanding of the work to be performed and response to each of the qualification requirements outlined in Section IV.	_____	5
b.	Technology Proposed	Include detailed presentation of areas to be served, supporting infrastructure needs, method of access and/or interconnection, and services to be offered. See instructions regarding wireless technologies. Provide answers and information to the questions and requests under this subsection following the same numbering sequence.	_____	15
c.	Proposed Agreements	Include at a minimum terms and conditions for interconnection, maintenance operations agreements, etc.	_____	15

Roman Number Section and Alpha Numerical Subsection	Title or Topic to be Addressed	General Instructions (See detailed instructions within each Section and Subsection)	Checklist ✓	Point Value
d.	Proposed Cost of Services	Address all categories of services to all categories of potential subscribers. Include upload, download speeds offered and throughput achieved historically. Provide answers and information to the questions and requests under this subsection following the same numbering sequence.	_____	25
e.	Proposed Business Model	Address public/private partnership, services, obligations, fees and basis of compensation. Provide answers and information to the questions and requests under this subsection following the same numbering sequence.	_____	25
f.	Proposed Plan for and commitment to "Non-Discriminatory Access" to end users	Address access to end users over an open access infrastructure defined in ARRA	_____	15
g.	Plan for Sustaining Network Services	Address 10 year period and ability to update equipment	_____	5
h.	Ability to Access Private Facilities	Address needed access necessary for network	_____	5
i.	Ability to Contribute Capital or In-Kind Contributions	Address contributing towards the non-federal 20% local share required for Federal grant funding	_____	25
j.	Approximate Timetable	Address service deployment and milestones for specific phases of deployment	_____	5
k.	Resumes and Experience	Address experience in working with local government and	_____	2

Roman Number Section and Alpha Numerical Subsection	Title or Topic to be Addressed	General Instructions (See detailed instructions within each Section and Subsection)	Checklist ✓	Point Value
	of Personnel	technical experience		
I.	Minimum of 3 Organizations Proposed Staff has Provided Services	Preferably local government references including contact names, addresses and telephone number	___	3
m.	Signature, Date and Inclusion of Attachments A, B(1) and B(2)	Include Attachments A, B(1) and B(2)	___	3
n.	Indicate whether Respondent was Recipient of RUS Loans/Grants in the Past with Explanation	Explain the nature and results of projects funded	___	2
VII.	Proposal Format and Checklist	Confirm Compliance of Proposal Format and Include Completed Checklist	___	Pass/Fail
VIII.	Selection Process	Confirm willingness to participate in interviews, continued discussion, and to provide additional information, as well as an understanding of the evaluation process.	___	Pass/Fail
IX.	General Terms and Conditions	Confirm proposals are valid for 60 days from opening date and reaffirm agreement, acceptance and compliance with all General Terms and Conditions including the following subsections:	___	Pass/Fail
a.	Virginia Freedom of Information Act	Acknowledge Offeror's understanding of the Virginia Freedom of Information Act	___	Pass/Fail

Roman Number Section and Alpha Numerical Subsection	Title or Topic to be Addressed	General Instructions (See detailed instructions within each Section and Subsection)	Checklist ✓	Point Value
1.	Virginia Code §2.2-4342 or §2.2-3705.6(19)	Exercise protections of Virginia Code §2.2-4342 or §2.2-3705.6(19) where and if applicable	_____	Pass/Fail
2.	Identification of Specific Data or Other Materials to be Protected	Identify specific data or other materials to be protected	_____	Pass/Fail
a.	Reasons why protection is necessary	Provide reasons why protection is necessary	_____	Pass/Fail
b.	Questions	Ask questions in accordance with the process and time specified in the RFP	_____	Pass/Fail
c.	Addendums	Refer to, address and attach addendums issued for material change in the RFP	_____	Pass/Fail
d.	Evidence of experience, qualifications and financial ability	Acknowledge offeror's willingness to provide additional information regarding experience, qualifications and financial ability if requested	_____	Pass/Fail
e.	Signature of authorized representative of the offeror and submittal of all information requested	Identify authorized representative and ensure offer is signed by such person. Ensure all information requested is submitted.	_____	Pass/Fail
f.	Authority reservation of right to reject any and all proposals and waive all informalities	Acknowledge offeror's understanding that the Authority reserves the right to reject any and all proposals and waive all informalities	_____	Pass/Fail

Roman Number Section and Alpha Numerical Subsection	Title or Topic to be Addressed	General Instructions (See detailed instructions within each Section and Subsection)	Checklist ✓	Point Value
g.	Indemnification and hold harmless provisions	Provide the required Indemnification language and provisions	_____	Pass/Fail
h.	Certification of not currently debarred from submitting proposal on contracts	Certify offeror is not currently debarred from submitting proposal on contracts	_____	Pass/Fail
i.	Non-Discrimination and Drug Free Workplace Provisions	Provide agreement that offeror will abide by the provided Non-Discrimination and Drug Free Workplace Provisions, including requirements addressing subcontracts or purchase orders of over \$10,000 and binding effect on subcontractors	_____	Pass/Fail
1.	Nondiscrimination Clause and Equal Opportunity Employer	Provide agreement by offeror will comply and enforce required Non-Discrimination and Drug Free Workplace provisions and practices	_____	Pass/Fail
2.	Drug Free Workplace	Provide agreement that a Drug Free Workplace will be provided by offeror, required statements will be posted, and required provisions addressing solicitations and advertisements will be followed	_____	Pass/Fail
3.	Notices, advertisements and solicitations	Provide agreement that Notices, advertisements and solicitations will be placed and followed in accordance with federal law, rule or regulation	_____	Pass/Fail
j.	Compliance with ARRA federal requirements	Provide assurance that Offeror can comply with ARRA federal requirements	_____	Pass/Fail
k.	Prohibition of assignment,	Acknowledge offeror's understanding and agreement of the Prohibition of assignment, transferring, conveying,	_____	Pass/Fail

Roman Number Section and Alpha Numerical Subsection	Title or Topic to be Addressed	General Instructions (See detailed instructions within each Section and Subsection)	Checklist ✓	Point Value
	transferring, conveying, subletting or otherwise disposing of rights, title or interest	subletting or otherwise disposing of rights, title or interest		
l.	Required Professional Liability Insurance and/or General Liability Insurance	Acknowledge offeror's assurance to provide and maintain the required Professional Liability Insurance and/or General Liability Insurance as applicable during performance of services	_____	Pass/Fail
m.	Use of small businesses and businesses owned by women and minorities	Describe any planned use of small businesses and businesses owned by women and minorities	_____	Pass/Fail
n.	Contract Documents	Acknowledge offeror's understanding and agreement of what documents will constitute the Contract Documents	_____	Pass/Fail
o.	Licenses and authorization to do business in Commonwealth of Virginia	Provide assurance that offeror has and will provide all required Licenses and authorization to do business in Commonwealth of Virginia	_____	Pass/Fail
p.	Use of information, documents and electronic media	Acknowledge Offeror's understanding and agreement to follow the provisions provided addressing use of information, documents and electronic media	_____	Pass/Fail
q.	Use of "must", "shall", "should" and "may" terms	Acknowledge offeror's understanding and agreement of the use of "must", "shall", "should" and "may" terms	_____	Pass/Fail

Roman Number Section and Alpha Numerical Subsection	Title or Topic to be Addressed	General Instructions (See detailed instructions within each Section and Subsection)	Checklist ✓	Point Value
r.	Agreement governed by and construed in accordance with the laws of the Commonwealth of Virginia and of the United States of America	Acknowledge offeror's understanding that the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and of the United States of America, all litigation arising out of this Agreement shall be commenced and prosecuted in the Circuit Court of the County of Surry, Virginia, and the Offeror shall comply with applicable federal, state and local laws and regulations.	_____	Pass/Fail
s.	Certification of Noncollusion or fraud	Offeror shall acknowledge understanding and compliance of provisions addressing Certification of Noncollusion or fraud and Offerors must complete and submit the attached certification of No Collusion (<i>Attachment B(1)</i>) and Acknowledgement (<i>Attachment B(2)</i>) which shall constitute material representations and warranties with respect to the contract entered into by the Authority with the successful offeror.	_____	Pass/Fail
Attachment A	Proposal Submittal Acknowledgement	Offerors must complete and submit Acknowledgement (<i>Attachment A</i>)	_____	Pass/Fail
Attachment B(1)	CERTIFICATION OF NO COLLUSION	Offerors must complete and submit certification of No Collusion (<i>Attachment B(1)</i>)	_____	Pass/Fail
Attachment B(2)	ACKNOWLEDGEMENT	Offerors must complete and submit Acknowledgement (<i>Attachment B(2)</i>) which shall constitute material representations and warranties with respect to the contract entered into by the Authority with the successful offeror.	_____	Pass/Fail

VIII. Selection Process

Following the receipt and scoring of the proposals, the Authority will engage in individual discussions with two (2) or more offerors who scored competitively, are deemed fully qualified, responsible and suitable on the basis of initial response and with emphasis on professional competence, to provide the required services. Repetitive informal interviews and conference calls shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts and may be requested to provide additional information. The Authority may enter into discussions with multiple Offerors for various components of the overall project, including but not limited to network operation and maintenance, network installation, and Internet services; and may award multiple contracts under this RFP.

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors listed below and all information developed in the selection process to this point, the Authority will make an award to the offeror(s) who makes the best proposal(s). Should the Authority determine in writing and in its sole discretion that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror; however, the Authority is under no obligation to award or enter into a contract.

IX. GENERAL TERMS AND CONDITIONS

All proposals must remain valid for 60 days from opening date.

- a. Except as otherwise provided, and in accordance with Va. Code §2.2-4342, all proceedings, records, contracts and other public records relating to the Authority's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the *Virginia Freedom of Information Act (Va. Code §2.2-3700 et seq)*. Proposals shall not be available for inspection by offerors until interviews, if scheduled, is completed. After award all proposals become a matter of public record and are available for inspection by the general public. Trade secrets or proprietary information shall not be subject to public disclosure under the *Virginia Freedom of Information Act*. The offeror must invoke the protections prior to or upon submission and must clearly identify materials to be protected, and state the reasons why the protection is required. In no case

may proposals be identified in whole. Trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the *Virginia Freedom of Information Act*, but only if the bidder

1. invokes the protections of Virginia Code §2.2-4342 or §2.2-3705.6(19) prior to or upon submission of the data or other materials
2. identifies the specific data or other materials to be protected, and
3. states the reasons why protection is necessary.

The Authority will assume no responsibility for oral instruction or interpretation.

- b. Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified in the RFP notice may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.
- c. Any material change in the RFP requirements will be addressed through issuance of an addendum.
- d. Each offeror shall be prepared, if so requested by the Authority, to present evidence of their experience, qualifications and financial ability to carry out the terms of the contract.
- e. 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 purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Authority. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- f. The Authority reserves the right to reject any and all proposals and waive all informalities. All contracts are awarded by the Authority Chairman.

The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and/or furnish the service(s) and the offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect the offeror's capabilities. The Authority further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to

satisfy the Authority that such offeror is properly qualified to carry out the obligations of the RFP.

- g. The offeror shall indemnify and hold harmless the Authority, the County and all of its officers, departments, agencies, agents, consultants and employees from and against all liability, claims, loss, costs and expense however caused arising out of, or resulting from, the negligent acts or omissions of the offeror. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the offeror, the offeror shall bear all costs, fees and expenses of the Authority's defense thereof, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses.
- h. By submitting their proposals, all offerors certify that they are not currently debarred from submitting proposals on contracts by the Authority, or any other local, state or federal government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by the Authority, or any other local, state or federal government.
- i. The offeror will abide by the following non-discrimination and drug free workplace provisions, and shall include such provisions in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor:
 - 1. During the performance of this contract, the offeror agrees that it 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 law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that it is an equal opportunity employer.
 - 2. During the performance of this contract the offeror agrees as follows: (i) to provide a drug-free workplace for the offeror's employees; (ii) to 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 offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the offeror

maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a offeror in accordance with this procurement transaction, where the offeror's employees 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- j. The offeror must be able to comply with all federal requirements of the ARRA funding opportunities.
 - k. The offeror is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of subsequent agreement or its rights, title or interest herein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval, in writing, by the authorized representative of the Authority.
 - l. The offeror shall be required to provide evidence that it has, and will maintain during performance of services under this contract, professional liability insurance and general liability insurance as applicable, and will be required to submit a Certificate of Insurance indicating the limits of such insurance that are satisfactory to the Authority.
 - m. It is the policy of the Authority to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the Authority's procurement activities. Toward that end the Authority encourages these firms to compete and encourage other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offerors are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract.
 - n. Any resulting contract entered into by the parties shall consist of such written contract, the proposal submitted by the Offeror, the RFP, including all general, special or other conditions contained therein, submitted to the prospective offerors and any addendum to same, all of which shall be referred to collectively as the "Contract Documents". In the event of any conflict between any of the terms or conditions of the various documents making up the Contract Documents, the terms and conditions of the resulting written contract will control, followed by the RFP, and then the Offeror's proposal, in that order of priority, unless otherwise expressly agreed to in writing by all parties thereto. Notwithstanding the above, any federal grant

or loan application or award may include terms, conditions, obligations and duties that add to, preempt or conflict with any contract provisions agreed to by the parties; and in such event, the federal requirements shall control. The parties may choose to amend any contracts in writing to reflect such additional requirements or federal preemption. .

- o. The offeror must have all necessary local, state and federal licenses to perform the services in Virginia and the United States of America, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
- p. All information, documents, and electronic media furnished by the Authority to the offeror belong to the Authority, are furnished solely for use in connection with the offeror's performance of services required by this agreement, 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 Authority hereunder is specifically authorized in writing by the Authority in advance. All documents or electronic media prepared by or on behalf of the Offeror for the Authority are the sole property of the Authority, free of any retention rights of the offeror. The offeror hereby grants to the Authority an unconditional right to use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the offeror pursuant to this Agreement, free of any copyright claims, trade secrets, or other proprietary rights with respect to such documents. Notwithstanding the above, any information designated in writing by Offeror according to the procedures set out in this RFP, or under applicable law, as trade secret or proprietary, shall not be disseminated by the Authority to the public or any third party without Offeror's consent.
- q. 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. 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.
- r. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and of the United States of America. All litigation arising out of this Agreement shall be commenced and prosecuted in the Circuit Court of the County of Surry, Virginia. The offeror shall comply with applicable federal, state and local laws and regulations.
- s. By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or receive 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 more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged. Offerors must complete and submit the attached certification of No Collusion (*Attachment B(1)*) and Acknowledgement (*Attachment B(2)*) which shall constitute material representations and warranties with respect to the contract entered into by the Authority with the successful offeror.

- t. All responses and offers to this RFP are to be made at the sole expense of the offeror.

X. Special Conditions

In the event that the Authority enters into a contract with an Offeror(s), the following special conditions shall be part of the contract, except as otherwise agreed to in writing or provided herein. For the purpose of this section, the successful Offeror(s) is referred to as "Contractor."

- a. **Plans and Specifications.** Contractor shall provide the Authority with the plans and specifications for their proposed network prior to any installation, including any upgrades or enhancements; provided that the provision of such plans and specifications shall not be required for routine operations, maintenance and repairs, such as replacement of antennas to increase performance or mitigate RF Interference. The Parties shall endeavor to meet on a regular basis, as determined by the Parties, to review the status of network deployment and services. Upon request from the Authority, Contractor shall provide monthly network deployment and operation log reports. Any review or comment by Authority shall in no way relieve Contractor of any duties or obligations set forth in this RFP or limit Contractor's ability to provide the services in accordance with any applicable law. Contractor shall make reasonable efforts to address and accommodate Authority's concerns.
- b. **Inspection of Facilities.** Contractor shall comply with all applicable federal, state and local construction and engineering codes and regulations, currently in force or hereafter applicable, to the construction, operation or maintenance of the network within the County. The Authority shall have the right to inspect all construction or installation work performed and to conduct any tests it deems necessary to ensure compliance with the terms of this RFP and resulting contract, including all applicable federal, state and local building and engineering codes.
- c. **Contractor's Facilities.** Contractor is solely responsible for, installing, operating, and maintaining Contractor's equipment and facilities in a good and workmanlike manner and in accordance with applicable local, state and federal

laws, ordinances and regulations, including, without limitation, any applicable regulations of the FCC.

- d. **Physical Interference.** Contractor shall inspect, construct, and maintain Contractor's facilities in a manner that will not cause unreasonable physical interference to the Authority, County or any tenants or licensees of any public facilities, including without limitation the operation or use of any portion of the sanitary sewers, storm sewers and drains, water mains, gas mains, poles, water towers or other public facilities, except to the extent contemplated by a permit or other applicable license.
- e. **Radio Frequency Interference.** Contractor shall operate Contractor's facilities in a manner that will not cause radio frequency or "RF" Interference to the Authority, County, public safety agencies or any tenants or licensees of public facilities. As a part of the Acceptance Test Plan agreed to by the parties, the Contractor shall conduct any tests or studies necessary to identify and avoid RF Interference. Such tests shall be conducted by Contractor on an ongoing basis as needed. The Authority reserves the right to conduct similar tests or studies at its own expense at any time, but subject to Contractor's reasonable requirements, such as time of day, or similar considerations, so as to avoid or minimize any disruption with the operation of the network. All operations by Contractor shall be in compliance with all FCC requirements and all applicable law.
- f. **Independent Contractor** Contractor in the performance of the work and services agreed to be performed pursuant to this RFP and resulting contract shall act as and be an independent contractor and not an agent or employee of the Authority or the County. Contractor shall operate the network as Contractor determines in its sole discretion provided that such operation shall at all times be in accordance with the requirements of the contract documents and applicable law.
- g. **Notification to citizens.** Contractor will use commercially reasonable efforts to notify affected residents, property owners, and businesses prior to commencement of work that can be reasonably anticipated to adversely affect the quiet enjoyment of their property.
- h. **Suitability of Authority/County facilities.** Contractor acknowledges that neither the Authority nor the County has made warranties or representations regarding the fitness, safety, or suitability of any public facilities for the installation of Contractor's facilities, and that any performance of work or costs incurred by Contractor or provision of services as set out in the contract documents by contractor is at contractor's sole risk.
- i. **Marketing.** Contractor will be responsible for all aspects of marketing and administering the operations of the network, including but not limited to,

soliciting subscribers, administering subscriber accounts, and handling all delinquent payment and collections matters.

- j. **Permits.** Contractor is responsible for obtaining all applicable permits, licenses, and authorizations as are required for Contractor to comply with all applicable local, state and federal laws, regulations and ordinances.
- k. **Emergencies.** In order to properly prepare for natural or man-made disasters or emergencies, Contractor and the Authority may form a working group within a reasonable period of time after the execution of the contract documents that will determine ways in which, if possible, the network can be used to support the County's public health, welfare, safety, and law enforcement efforts during such disaster or emergency. If feasible and if expressly permitted by the Authority, the network will utilize the County's alternative energy sources to ensure that the network stays operational subject to prior approval which may be withheld in the Authority's sole and absolute discretion.
- l. **Availability of Power.** Authority and Contractor acknowledge that the network will require a 24 hour reliable source of power. In the instances where the network will be mounted on public facilities, the Authority agrees to provide reasonable access to its power sources in a manner authorized by Authority, and provided that there is existing capacity to accommodate the additional demand. Notwithstanding the foregoing, neither the Authority nor the County is obligated under this RFP or resulting contract to upgrade existing power sources or to provide new power sources to Contractor. The cost of any and all power required by Contractor shall be the sole responsibility of Contractor.

Attachment A
Return this sheet with your proposal

Proposal Submittal Acknowledgement

Obligation of Offeror: By submitting a proposal, the offeror covenants and agrees that he/she has satisfied him/herself, from a personal investigation of conditions to be met, that he/she fully understands his/her obligation and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Conditions herein have been carefully read and this proposal is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees if this proposal is accepted to furnish all services agreed upon in strict accordance with contract.

OFFEROR NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

PHONE: _____

FAX: _____

EMAIL: _____

EIN/FIN: _____

Attachment B(1)
Return this sheet with your proposal

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____,
does hereby certify in connection with the procurement and proposal to which this
certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another
person engaged in the same line of business or commerce: nor is this bid the result
of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of
Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Name of Offeror Entity

Signature of Offeror Representative

Print Name

Title

Date

Attachment B(2)
Return this sheet with your proposal

ACKNOWLEDGEMENT

STATE OF VIRGINIA

County of Surry, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

§18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.)