



Giles County, Virginia

Request for (Competing) PPEA Proposal (RFPP)

Under the Public-Private Education Facilities and Infrastructure Act of 2002 and
Giles County PPEA Policy
For: **Broadband Expansion**

Issue Date: September 19, 2018

NAME OF SOLICITING BODY:

GILES COUNTY ADMINISTRATION
315 N. Main St., Pearisburg, VA 24134

Conceptual proposals - one (1) original and six (6) copies - shall be clearly identified as a response to this Request for PPEA Proposal, provided in a SEALED container (no electronic submissions accepted) and will be received until **3:00 p.m., October 17, 2018, only at the underlined address noted**, for furnishing the services described herein.

ALL INQUIRIES, OR REQUESTS FOR ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY TO PARTICIPATE IN THIS SOLICITATION, SHOULD BE DIRECTED TO:

Ms. Missy Bray, PHONE: 540-921-2525 ext 1118, email: mbray@gilescounty.org

SEALED, HARD-COPY PROPOSALS SHALL BE DELIVERED OR, MAILED TO:

Giles County Administrative Offices
Attn: Missy Bray,
315 N. Main St.
Pearisburg, VA 24134

I. PURPOSE

This Public-Private Education Act (PPEA) Request for Proposal (RFPP) by the County of Giles, Virginia, herein after referred to as the “County” invites proposals from private firms or joint ventures to provide for expansion of broadband access and capacity into un-/under-served areas of the County. The RFPP sets forth the terms and conditions whereby the County may enter into a comprehensive agreement with one (or more) successful Proposer(s) to provide the partnership services described herein or in a selected proposal.

The PPEA is the legislative framework enabling the Commonwealth of Virginia and local governments and other political subdivisions to enter into agreements authorizing private entities to design, construct, improve, maintain, and/or operate qualifying public construction or infrastructure projects. Private entities submitting a conceptual proposal are strongly encouraged to read and have a strong understanding of the Act. The County’s PPEA Policy is available from Missy Bray, Giles County Administration upon request.

The period of any resulting contract(s) from this PPEA-RFPP will be as negotiated by the County and the selected PPEA partner(s).

II. BACKGROUND INFORMATION

Giles County, located in the New River Valley of Southwest Virginia, has adopted a vision to bring 21st century broadband connectivity to all stakeholders in the County, including its approximately 16,871 residents, over 8,356 housing units, over 288 businesses, 5 public schools, one private school, County public safety and first responders, and County administration. As a rural County just west of Blacksburg, Virginia, broadband connectivity is an essential utility used to empower teachers and students, citizens and local businesses, and County staff and administrators to thrive and compete in the local, state, national and global marketplace.

III. SCOPE OF WORK AND REQUIREMENTS

The County desires expansion of broadband access in unserved areas and improved capacity in underserved areas using a Public/Private Partnership providing broadband service to its citizens. The County understands the economics of expanding broadband in rural areas and is prepared to take action to improve those economics as much as possible to entice the private sector investment. The County understands the need to leverage all technologies to deliver broadband to every area and as such is open to forming partnerships with more than one provider as well as incumbents. The selected private partner(s) is to provide, but not limited, to the following services:

- Provide seamless and reliable broadband access with defined performance, coverage area, and consumer pricing goals for the County.
- Operate as an Internet Service Provider, ensuring last-mile solution options to enable these services.
- Research and prepare all necessary FCC related forms and submittals required to provide services.
- Procurement of any permits required for the distribution of Internet content or FCC licensing.

The County has worked to identify potential barriers to adoption of broadband, current broadband demand, future capacity needs, and local assets. The County is committed to taking action to improve the economics of deploying broadband and improving utilization of Internet access to ensure citizens have the access and ability to leverage connectivity to improve their lives and our community, while preparing the County for the future. Following are summary findings of this work, the County’s

broadband goals and the associated actions the County is committed to take in support of the resulting public-private partnership(s):

- Expanding access and capacity to the unserved and underserved areas is a top priority for the County.

Residential

- **30% of respondents report their Internet service is inadequate**
 - **At least 21% of those depend on upon inadequate, expensive, and/or unreliable services; cellular, satellite, dial-up services and some DSL.**
- **20% have NO Internet access at all**
- **Nearly 20% of K12 households have no Internet at home.**
- **13% of respondents would work from home if they had better access**

Business

- **42% of business owners report their Internet service is inadequate**
- **12% (of all respondents) have home based businesses, 70% of reported businesses identified as home-based.**
- **13% of businesses do not use the Internet to support their business**
- The County recognizes that the Giles County Animal Shelter needs broadband access and the Giles County PSA Water Plant needs additional broadband access and capacity.
- - The service provided to County facilities must be equal or better than any current pricing and provide the required bandwidth to support County functions.
- The County is making the following commitments to ensure all future broadband deployment costs are kept as low as possible:
 - Wherever practical and possible, provide access to any County-owned vertical assets.
 - Provide a single-point-of-contact for broadband infrastructure construction by the selected private partner(s).
 - Waive, reduce, or defer local fees for permitting and construction of any broadband infrastructure by the private partner(s).
 - The County seeks to provide flexibility in providing reviews, in an effort to streamline any broadband infrastructure construction/deployment.
 - Assist with public education and/or public relations leveraging County media relationships, and/or social media.
 - Leverage ongoing or pending capital projects to take advantage of “Dig Once” opportunities that can reduce broadband infrastructure deployment costs.
 - Consider assisting with deployment costs, *funding contingent*.
 - Partner to pursue any federal or state broadband funding opportunities to help offset the costs of broadband access and capacity expansion projects.
 - Leverage relationships with the owners of assets not owned, operated or controlled by the County to expedite/facilitate deployments. The County will consider sharing space on or in County (certain) owned property for tower construction, location of points of presence, networking equipment etc.

Proposers submitting a proposal will be required to produce a detailed broadband network design and deployment project plan.

The County may request, in writing, clarification to the submission and/or discontinue its evaluation of any proposal at any time. Proposals must include a legible, easy to understand estimated schedule and cost to develop the detailed design for any proposed project and a justification for why the project will successfully attain the County's broadband goals.

The selected Proposer(s) shall provide the below listed services related to the design, deployment, operation and maintenance of the proposed broadband expansion in their design proposals:

- Prepare a detailed broadband network design to expand broadband access and capacity within the County to unserved and underserved areas. Proposals may include service to other areas but the primary interest of the County is to focus on unserved and underserved areas.
- Provide construction cost estimates and funding needed from the County or other sources in addition to the private investment.
- Meet with the County to review the design and estimated costs to determine available funding and a phased approach.
- Develop final design and engineering drawings to support the deployment if the Offeror is selected to provide service under its Proposal.
- Prepare a phased deployment project plan in collaboration with the County to meet County broadband goals.
- Work with the County to pursue state and federal funding opportunities to offset the costs of the deployment(s).

IV. INSTRUCTIONS TO PROPOSERS

- A. This procurement shall be conducted in accordance with the Giles County Public-Private Education Facilities and Infrastructure Act of 2002 Policy.
- B. Questions or requests for clarification may be faxed or emailed to the contact person noted on the cover page. All responses to inquiries will be in writing in the form of a written Addendum and will be posted on the Giles County website at <http://virginiasmtnplayground.com/jobs-and-rfps>, as well as on eVA, the Commonwealth of Virginia e-portal. **Questions from Proposers must be received at the Giles County Administrative Office, by 3:00 pm, October 17, 2018** in order to ensure that the answers can be sent and received by the prospective Proposers for their consideration prior to the date proposals are due.
- C. **Proposers shall submit six (6) copies and one (1) original indicated as "Original" of Proposals, in addition to one electronic copy on CD or flash drive to:**

Giles County Administration
Attn: Missy Bray
315 N. Main St.
Pearisburg, VA 24134

- D. All Proposals must be in a sealed envelope or box and clearly marked with the following information: "PPEA-RFPP BROADBAND EXPANSION" and company name and address. Proposals not so marked or sealed may be returned to the Proposer and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (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 Proposer.

All expenses incurred for submitting Proposals to Giles County shall be borne by the Proposer. **All Proposals shall be received by 3:00 p.m. on October 17, 2018.** Any Proposal received after this time and date will not be considered. The time of receipt shall be determined by the County.

The Proposer has the sole responsibility to have the proposal received by the County at the above address and by the above stated time and date. **Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Pearisburg, 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 Giles County Administrative Offices.** If you will be using one of these services for delivery of your proposal, please consider this information. It is the Proposers responsibility to ensure that the package is delivered to the County by the due date and time.

Late proposals shall not be considered. Proposals will be returned to the Proposer unopened if received by special carrier or not accepted if hand delivered by Proposer.

Inclement Weather: In the event that Giles County is closed during proposal's due date, the proposal due date will occur on the next business day that Giles County is open at the appropriate times as stated in the RFPP. *No exceptions will be made in this situation.* Please contact the Procurement contact as stated in the RFPP for information pertaining to this procurement.

- E. Proposers are responsible for familiarizing themselves with the conditions and objectives of the items/services described herein.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. PPEA proposals shall conform in all respects to the requirements stated in the Giles County Public-Private Education Facilities and Infrastructure Act of 2002 Policy. The County will review the proposals and if it decides there is merit in continuing the process provided funding is available.
- B. Proposals shall contain a CONCISE summary of the subject items described in the proposal evaluation criteria contained in RFPP Section VI.
- C. Submitted proposals should also contain the following:
 1. Table of Contents – number all pages of the proposal.
 2. Introduction - Cover Letter/Executive Summary on company letterhead, signed by a person with the corporate authority to enter into any contract which results from the RFPP.
 3. Attach a copy of your State Corporation Commission Certificate and a list of officers.
 4. Complete the Trade Secrets/Proprietary Information Form in Section IX.
 5. The Proposer must provide the company's history and expertise in providing design and deployment of broadband expansion project(s) and related project management services in other jurisdictions in the Commonwealth of Virginia, and other states and with similar scope of work.
 6. The Proposer must provide a list of references of other governmental organizations who have successfully utilized the Proposer's services in designing and deploying a similar project. Proposers shall provide the Project Title, brief summary, beginning and completion dates, for each project reference provided. The references must include telephone numbers and names of contact person. The County also reserves the right to contact undisclosed

references in the course of this evaluation.

7. The Proposer must provide the qualifications and experience of key personnel to be assigned to this broadband initiative including the project manager and team members, and the Proposer's commitment to provide identified personnel for the duration of the design and deployment.
8. The Proposer must provide financial information that indicates the firm's resources and ability to provide the services requested for the duration of any resulting contract. The County prefers current or most recently audited financial statements for the past three years, and reserves the right to request these if not provided, for evaluation purposes.
9. Conflict of Interest: Proposers shall identify any persons known to them who would be obligated to disqualify themselves from participation on any transaction arising from or in connection to this project, pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.

D. Special Requirements:

1. Describe conceptually how your firm and any potential teaming partners can leverage the County's assets and your capabilities to meet County broadband goals.
2. Describe your conceptual design and discuss how your concept will result in a broadband network capable of delivering adequate and affordable Internet service at the lowest possible cost while also being flexible to expand capacity continually to meet future demand.
3. Describe broadband deployments your firm has successfully completed that are similar to the conceptual design your firm proposes.
4. Provide the total number of customers your firm currently provides Internet service to in the state of Virginia. If possible, please provide the total residential, business, and government customers.
5. Provide a sample of your firm's typical or average Internet service plans and pricing.
6. Provide an estimated cost project breakdown to the County for the development of a detailed broadband network design to meet the County's goals should your firm be selected to enter into an interim/preliminary contract as a result of this RFPP. Include an estimated time frame to complete the detailed network design, cost estimate for implementation of the final design, and associated phase deployment project plan.
7. Any assumptions regarding ownership and operation of the proposed broadband network project must be clearly identified.
8. Any assumptions regarding short or long-term maintenance must be clearly identified.
9. Marketing of the proposal intent, or content, is strictly prohibited except by the County.
10. In accordance with PPEA Policy, Proposers shall identify adverse and, positive impacts of their proposed solutions from a *social, economic, environmental and transportation* perspective, while also considering the County's comprehensive land use plan and County ordinances. It is understood that this identification effort may be more broad in the Conceptual proposal phase, and significantly more in-depth in the Detailed proposal phase, but impacts from the four *italicized* factors, can affect project scheduling, public perception and project logistics; Proposers shall indicate their experience in both identifying and, handling positive and negative impacts as noted.

VI. PROPOSAL EVALUATION CRITERIA

The County will use the following evaluation factors, with scoring calculated using the points listed for each criteria, all of which add up to 100 total points, in its review and evaluation of the PPEA Broadband Expansion Proposals:

- A. Experience and expertise of the Proposer in providing design and deployment of broadband expansion project(s) and related project management services to other jurisdictions in the Commonwealth of Virginia, and other states and with similar scope of work; 20 points
- B. Qualifications and experience of the Proposer’s key personnel to be assigned to the broadband project including project manager and project teams, and overall qualifications and experience of the Proposer and any subcontractors to be used. Also, the Proposer’s commitment to provide identified personnel for the duration of the contract; 20 points
- C. Proposer’s performance record and demonstrated ability to work with a governmental organization to provide the requested services, provide quality Internet services, meet schedules and manage a successful broadband deployment in a timely and efficient manner; 15 points.
- D. Quality of the content of the proposal and responsiveness to the PPEA-RFPP including the requested “Special Requirements” of proposal submission, Section V, Paragraph D of this RFPP; 15 points.
- E. The sufficiency of financial resources and ability of the Proposer to perform the contract or provide the services for the duration of any resulting contract; 15 points.
- F. Pricing and timing estimate for development of a detailed broadband network design and associated phased deployment project plan; 10 points
- G. Proposer’s typical or average Internet service plans and pricing; 5 points

The County reserves the right to negotiate and enter into a comprehensive agreement with any firm suited to provide the requested PPEA Broadband project and may engage one or more firms (utilizing different broadband technologies and targeting different geographical areas) for this work.

The County reserves the right to reject any or all proposals.

VII. PPEA PROPOSAL SELECTION PROCESS

Selection Process:

- A. Proposals will be evaluated as follows:
 - 1. Proposals will be evaluated by the County, using the Criteria noted in Section VI.
 - 2. If a proposal is deemed acceptable by the County then negotiation will occur to enter into a Comprehensive Agreement. The County may enter into agreements with one or more Proposers.

VIII. TERMS AND CONDITIONS

A. COMPREHENSIVE AGREEMENT

Before starting any work on the project, the selected Proposer, now referred to as the Contractor, must sign a Comprehensive Agreement with Giles County. The Comprehensive Agreement will define the rights and obligations of the County and the Operator concerning the project.

B. ACCEPTANCE, INVOICING AND PAYMENT

Giles County will make payment to the Proposer, Net 45 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for design work under an interim/preliminary or comprehensive agreement resulting from this RFPP.

Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFPP, or to the selected firm prior to the Board of Supervisors' approval of an interim/preliminary or comprehensive agreement.

C. 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 Proposer, the Proposer 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.

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 initiative.

E. CONTRACT AWARD

Giles County has the right to award a contract to more than one Proposer, 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 Giles County determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Proposer. Giles County reserves the right to award the contract to the most qualified, responsible, and responsive Proposer(s), resulting in a negotiated agreement, which is most advantageous to and in the best interest of Giles County. Giles County shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and Giles County's decision shall be final.

F. CONTRACT PERFORMANCE TERMS

The County proposed that any Agreement resulting from this RFPP shall have a term limit of three (3) years and may be renewable for three (3) additional one (1) year terms at the option of Giles County. This contract may be extended during the term of the existing contract for services allowed to complete any work undertaken but not completed during the original term of the contract.

G. DEFINITIONS

1. COUNTY: Wherever the word "County" appears, it shall be understood to mean Giles County as represented by the Giles County Board of Supervisors.
1. PROPOSER: A person or firm who makes an offer in response to a Request for Proposals.
2. CONTRACTOR: A person or firm who enters into a contract with Giles County to provide the services described herein.

H. TERMINATION

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

(nothing further on this page)

IX. FREEDOM OF INFORMATION ACT: 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 Proposer in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Proposer 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 Proposer on the table below. If the Proposer fails to identify any protected information on the table below, the Proposer 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 Proposer regarding the release of such information. By submitting its proposal, Proposer 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 proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Proposer refuses to withdraw such a classification designation, the proposal will be rejected.**

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

PROPOSER/COMPANY NAME: _____

SIGNATURE _____

A. APPENDIX A: GILES COUNTY BROADBAND REQUIREMENTS AND COMMITMENTS

The County is committed to expanding broadband access and capacity. The County understands the economics that are necessary to ensure broadband expansion is sustainable, efficient, and cost effective for all parties. The County knows that local challenges and opportunities exist and is prepared to address these as follows:

GILES COUNTY BROADBAND GOALS IN PRIORITY ORDER

1. Expand access and capacity for residents and businesses that have no access or who are underserved. Underserved areas are identified on the map and list designated as Attachment A.
2. Work with Fixed Wireless providers to identify actual coverage to ensure Verizon DSL areas have alternative services and choice of providers. Areas around Narrows and may be particularly vulnerable.
3. Provide service to Giles County Water Plant, Giles County Animal Shelter, Newport Volunteer Fire Department, Newport Rescue Squad and Poplar Hill Volunteer Fire Department.

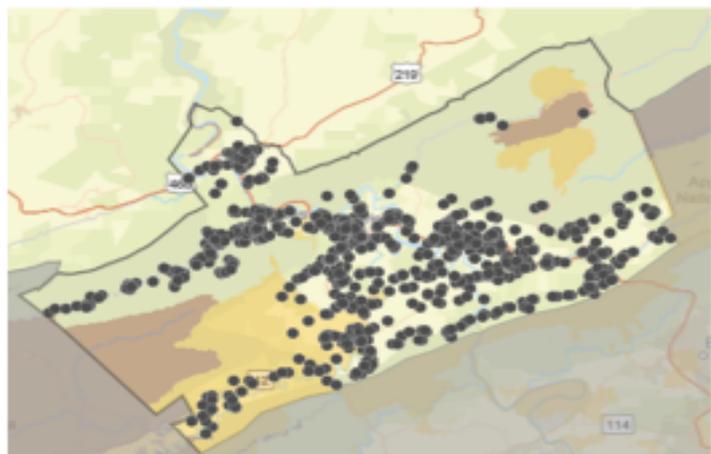
BROADBAND DEMAND DATA

The Giles County Broadband Needs Assessment Survey generated 1,251 total unique responses (residential 1,132; business 119).

1. The following is a map indicating distribution of responses

Giles County Survey Summary

- 1132 residential responses = **15% response rate**
- 119 business responses
- 70% of businesses reported identified as home-based.
- 129 Home-based businesses reported
- 20% of K12 households report no Internet service at home.
- 40% of respondents between the ages of 55-74, 36% between 35-54
- DSL was rated the most unacceptable service, followed by Satellite



Occupied housing units 7290 (2016 census data)
Based on 7290 occupied housing units, these 1132 unique residential responses represents Giles County households with: **95% (+/- 3%) accuracy**

ATTACHMENT A: UNSERVED-UNDERSERVED AREAS DESCRIPTION

Wolf Creek Rd, Southwest of Rock Rd.
 Blankenship Mountain Rd. area
 Unity Rd,
 Penvir Rd. area
 Breeze Rd. area
 Cross Ave. area
 West of Rt. 100 North and South of Walkers Creek Valley Rd

Two fixed wireless providers, WVA.Net and All Points Broadband report services in these areas. All Points Broadband reports less than broadband speeds for residential customers, offers 10/3 service. Actual coverage is unclear as very few responses of fixed wireless were reported.

□
 Guinea Mountain Rd area
 Rye Hollow Rd area
 Tabor Hollow Rd area
 Black Walnut Rd area
 Staffordsville area;
 Staffordsville Rd,

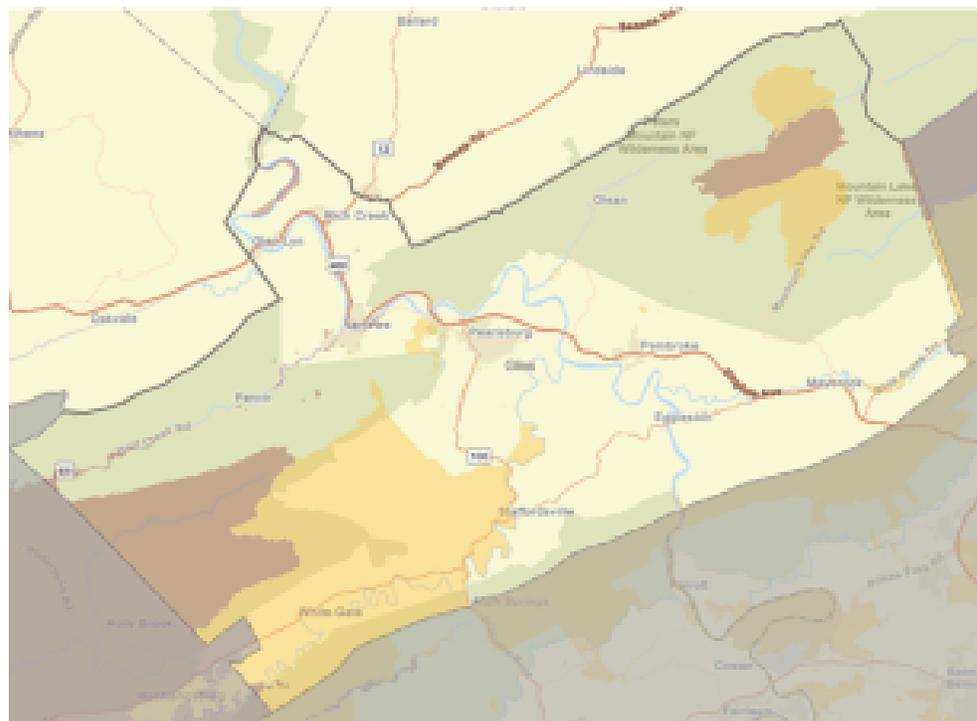
Eggleston Rd
 Cedar Crest Loop,
 Moye Rd,
 Briarpatch Trail area,
 Buckeye Rd,
 Jennell Dr. area

Giles Un/Underserved Areas

Giles Household coverage

stats: Source: FCC 477 Dec 2016

- 1.3% have access at less than 4 Mbps (Includes no coverage)
- 0% have access \geq 4 Mbps and $<$ 10 Mbps
- 7.3% have access at \geq 10 Mbps and $<$ 25 Mbps
- 91.4% have access at \geq 25 Mbps

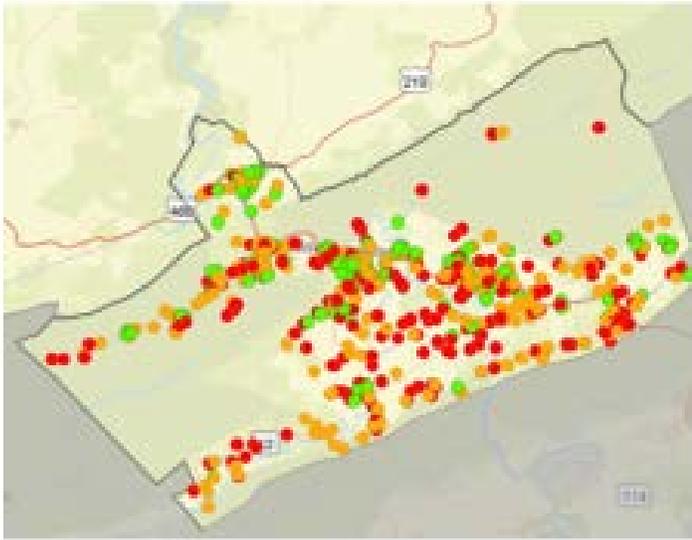


● Unserved = Broadband speed below 10 Mbps Download speed

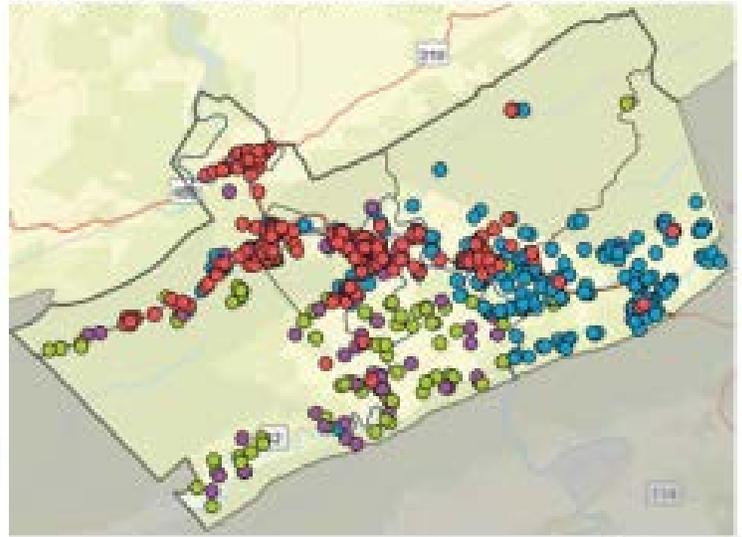
● Underserved = Broadband speed between 10 Mbps Download speed and 25 Mbps Upload speed

Giles County

RESIDENTIAL SERVICE RATINGS



RESIDENTIAL UNACCEPTABLE RATED SERVICE TYPES



- Unacceptable
- Acceptable
- Satisfied

Take Away: The most unacceptable services types reported, in order; DSL, Satellite, Cable and Cellular.

Main reasons given for unacceptable service ratings:
Too slow, unreliable service.

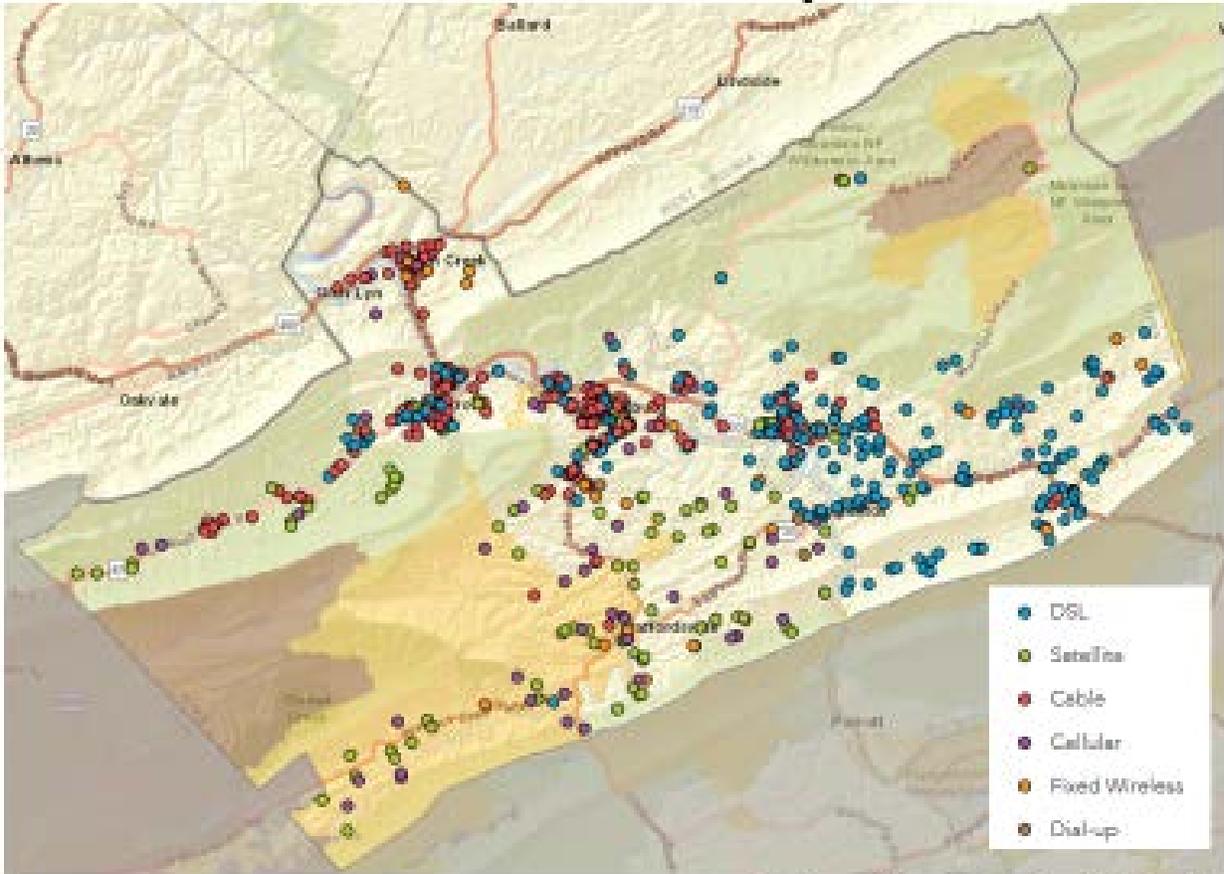
- DSL
- Satellite
- Cable
- Cellular

9/12/2018

Prepared by CIT

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Giles County



• Unserved = Broadband speed below 10 Mbps Download speed

• Underserved = Broadband speed between 10 Mbps Download speed and 25 Mbps Upload speed

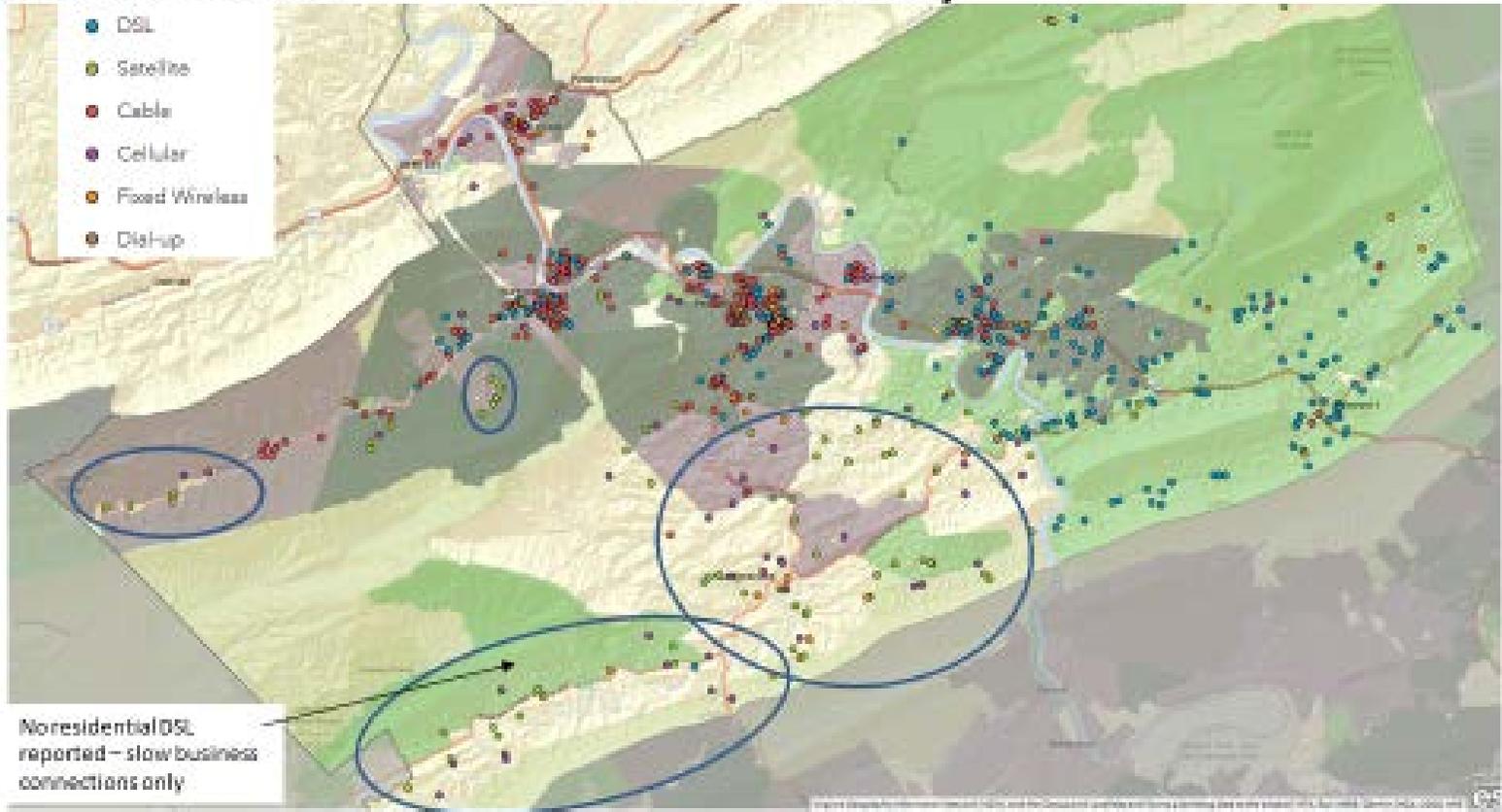
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Prepared by CIT

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Giles County

RESIDENTIAL CONNECTION TYPES



- DSL coverage
- Cable coverage
- DSL/Cable overlap

Areas of where only satellite and cellular responses exist within DSL or Cable coverage areas, likely exposes overstated coverage. Fixed wireless is reported in the circled areas but few reported responses. The fixed wireless provider West of Rt. 100 does not provide broadband speeds for residential services.

9/12/2018

Prepared by CIT

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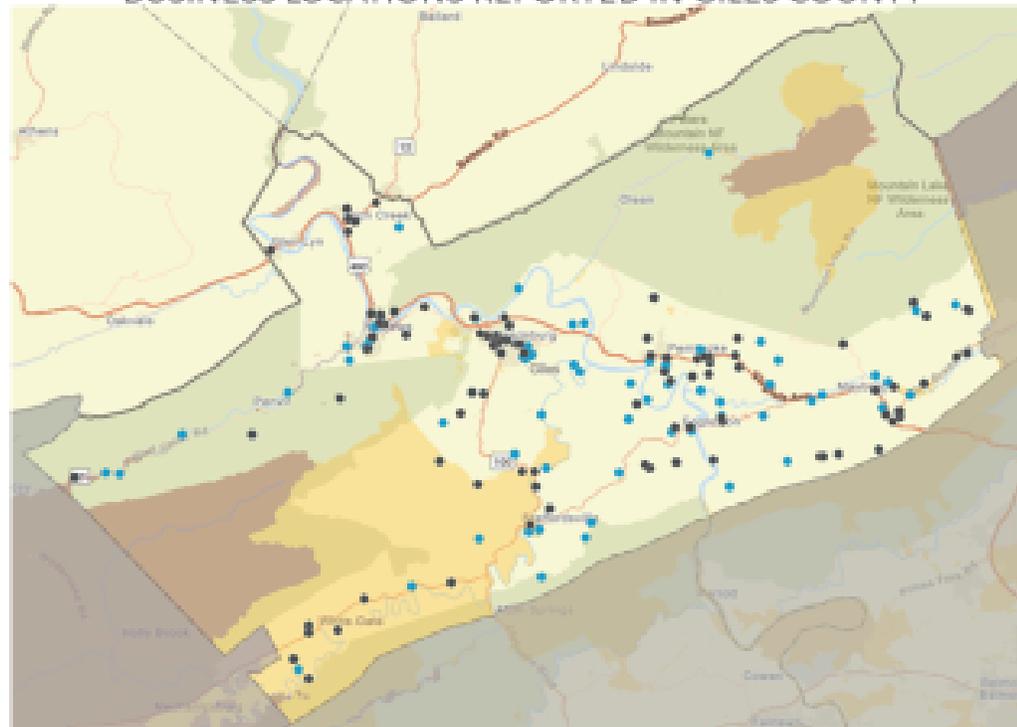
2. The following is a map of survey respondent **business locations in the County.**

Giles County

BUSINESS LOCATIONS REPORTED IN GILES COUNTY

Take away: Of those that reported owning businesses in Giles County, 70% of those identified as home based.

Business is no longer confined to storefront operations. Working from home and keeps dollars circulating in the local economy.



- Home based business
- Traditional business
- Unserved - Broadband speed below 10 Mbps Download speed
- Underserved - Broadband speed between 10 Mbps Download speed and 25 Mbps Upload speed

9/12/2018

Prepared by CIT

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Source: Giles County Broadband Survey

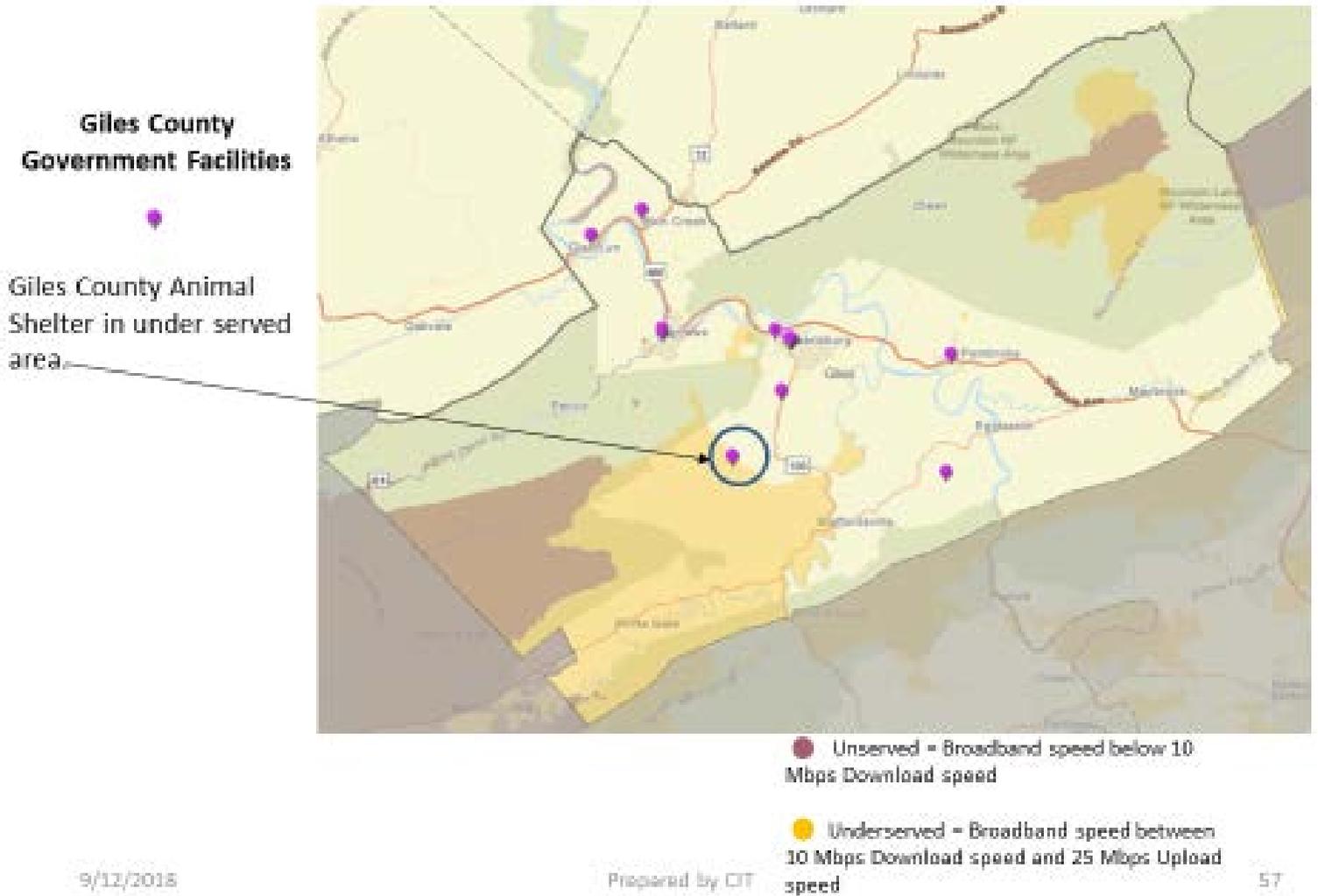
COUNTY COMMITMENTS TO PUBLIC-PRIVATE PARTNERSHIP(S) TO EXPAND BROADBAND ACCESS AND CAPACITY

The County is willing to provide access to County-owned vertical assets and other incentives, as listed below, *on a funding contingent basis.*

1. The County is aware that streamlining administrative processes can speed up deployment. The County is willing to:
 - **Provide a single-point-of-contact** for broadband infrastructure construction by the selected private partner(s).
 - **Waive, reduce, or defer local fees for permitting and construction** of any broadband infrastructure by the private partner(s).
 - i. The County seeks to provide flexibility in providing reviews, in an effort to streamline any broadband infrastructure construction/deployment.
 - **Assist with public education and/or public relations** leveraging County media relationships, and/or social media.
2. The County understands the importance of lower deployment costs. The County is willing to:
 - Leverage ongoing or pending capital projects to **take advantage of “Dig Once” opportunities** that can reduce broadband infrastructure deployment costs.
 - **Consider assisting with deployment costs, funding contingent.**
 - **Partner to pursue any federal or state broadband funding opportunities** to help offset the costs of broadband access and capacity expansion projects.
3. The County is prepared to leverage relationships with the owners of assets not owned, operated or controlled by the County to expedite/facilitate deployments.
4. The County is willing to provide anchor institutions to any private partner(s), *dependent on current contractual status*. The service provided to County facilities **must** be equal or better than current pricing and provide the required bandwidth to support County functions.
5. The County will consider sharing space on or in County (certain) owned property for tower construction, location of points of presence, networking equipment etc.
6. The County **does not** want to participate in revenue sharing or deploying, maintaining and/or operating any private partner(s) network components.

B. APPENDIX B: COUNTY LOCATIONS THAT ARE UNSERVED/UNDERSERVED

Giles County



Also unserved/underserved are following:

- Giles County Water Plant**
- Poplar Hill Volunteer Fire Department**
- Newport Rescue Squad**
- Newport Volunteer Fire Department**

C. APPENDIX C: GENERAL TERMS AND CONDITIONS FOR PUBLIC SECTOR CONTRACTING

The terms and conditions that follow are those that are required in most every public sector contract for goods and services. Proposers may take exception to these terms but must provide clear, alternate language for them, in any exceptions taken, for County consideration.

- (1) **RIGHT TO WORK:** This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to the labor unions and the “right to work.” The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.

- (2) **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing this Contract, the Contractor certifies that it does not, and will not during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

- (3) **NONDISCRIMINATION:** The following requirements of Section 2.2-4311 of the Code of Virginia shall be applicable:
 - (a) During the Performance of this Contract, the Contractor agrees as follows:
 - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex or national origin, except where religion, sex or national origin is a bona-fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - (iii) 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.
 - (b).The Contractor will include the provisions of (I), (ii) and (iii) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- (4) **PROHIBITION OF ALCOHOL AND OTHER DRUGS AT JOB SITE:**
 - (a)§2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:

“During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of

whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.”

(b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:

- (1) the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
- (2) the impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

(5) **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor.

The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Giles County/Giles County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which will be provided prior to award.

(6) **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

(7) **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their proposals, all Proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

(8) **NO CONTACT POLICY:** No Proposer shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the County Administrator or his designee, after the date and time established for receipt of proposals. Any contact initiated by a Proposer with any Owner representative, other than the County Administrator or his designee, concerning this solicitation is prohibited and may cause the disqualification of the Proposer from this procurement process.

(9) **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Giles County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

(10) INDEMNIFICATION: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

(11) AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

(12) USE OF PREMISES AND REMOVAL OF DEBRIS:

a. The Contractor shall:

(1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;

(2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and

(3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance

with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.

- f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.

(13) **PROTECTION OF PERSON AND PROPERTY:** The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.

- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
- c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
- d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the Comprehensive Agreement.

(14) **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Owner satisfaction at the Contractor's expense.

D. APPENDIX D: REQUIRED DOCUMENTS - PROPOSER'S CERTIFICATION

After first being placed under oath, I hereby certify that I have authority to submit this proposal on behalf of the Proposer whose name appears above, that I am a principal of the Proposer, that the Proposer hereby acknowledges the provisions, terms and conditions of this RFPP - including all attachments and addenda - and agrees to be bound by those provisions, terms and conditions. The Proposer furthermore agrees to be bound by all of the terms and conditions in the Giles County PPEA Policy, as amended. I acknowledge that the Proposer is authorized to transact business in Virginia, and neither the Proposer nor any member of its team or their principals is currently suspended or debarred from public contracting by any federal, state, or local government entity. I have taken reasonable steps to ascertain the accuracy of all the information contained in this proposal and this certification, and that the information in this proposal and certification is accurate to the best of my knowledge or information and belief.

Name and Address of Proposer:

_____ Date: _____

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

_____ Name: _____
(Please Print)

_____ Zip Code: _____ Title: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____ State of Incorporation: _____

State Corporation Commission # _____

Proposer's or Proposer's Contractor's Virginia Class A General Contractor's License Number (if applicable)

Proposer's or Proposer's Architects and Engineers Virginia Registration Numbers: (if applicable)

Signature

Printed/Typed Name

Title (Principal of Proposer)

Commonwealth of Virginia :

: to wit

County/City of _____ :

On _____, (same name as above) appeared before me, and after satisfying me of his/her identity and after being placed under oath, swore to the truthfulness of the above statement.

Notary Public

My commission expires: _____

(If applicable) the Proposer acknowledges receipt of the following addenda:

Addendum No.: _____ Dated: _____

(Return this Form)