



COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

Dawn Rago
Buyer

P.O. Box 29800
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018
Phone: (540) 283-8151
Fax: (540) 283-6736
drago@roanokecountyva.gov

REQUEST FOR PROPOSALS (RFP)

2020-085

CONSTRUCTION, DESIGN, OPERATION AND MAINTENANCE OF
BROADBAND EXPANSION

for

Roanoke County

A Pre-Proposal Conference will be held on July 2, 2020 at 10:00 AM at the Roanoke County Public Safety Center, which is located at 5925 Cove Road, Roanoke, VA 24019.

One (1) Unbound Original, Three (3) Bound Complete Copies and One (1) Electronic Copy (USB preferred) of Sealed Proposals Due

July 16, 2020
2:00 PM
(Local Prevailing Time)

RFP #2020-085 CONSTRUCTION, DESIGN, OPERATION AND MAINTENANCE OF BROADBAND EXPANSION

The County of Roanoke is requesting formal sealed proposals for Internet Access Services and WAN Services. The attached scope of services is submitted for your review and consideration. It is not the intent of the proposal to be proprietary.

Roanoke County reserves the right to award this contract in part or in whole as deemed to be in the best interest of the County, as well as the right to award to multiple vendors. This is a one year contract with the option to be renewed four more years. The contract will be renewed annually upon written, mutual agreement of both parties.

A Pre-Proposal Conference will be held on July 2, 2020 at 10:00 AM at the Roanoke County Public Safety Center, which is located at 5925 Cove Road, Roanoke, VA 24019.

One unbound original, three (3) bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and until **July 16, 2020 at 2:00 PM (local prevailing time), in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018, ATTN: Dawn M. Rago, Buyer.** The following options are available for submission of proposal documents. Any one of the below options are considered acceptable submission of a proposal response.

Proposal documents may be submitted online, prior to the due date and time, using the following link: <https://www.roanokecountyva.gov/FormCenter/Purchasing-21/Bid-Submission-Form-120>

Ensure that the correct project number (RFP 2020-085) is listed in the 'Bid Number' field. Please do **NOT** email your proposal directly to the buyer.

1. Sealed proposal documents may be mailed/shipped to the following address:

Roanoke County Purchasing Division
5204 Bernard Drive SW, Suite 300-F
Roanoke, VA 24018
Attn: Dawn M. Rago, Buyer

Proposals must be clearly marked with the Offeror's name as well as the project number and description: "RFP 2020-085 Construction, Design, Operation and Maintenance of Broadband Expansion"

Please email the tracking information to drago@roanokecountyva.gov, so that we may confirm arrival of the proposal document prior to the due date and time.

2. Proposals may be delivered to the Roanoke County Administration Building by appointment only. Offerors must call the Purchasing Division at 540-772-2020 prior to delivery, in order to arrange for a Purchasing to receive.

NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked “**RFP #2020-085 CONSTRUCTION, DESIGN, OPERATION AND MAINTENANCE OF BROADBAND EXPANSION**” on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail, fax or email to:

Dawn Rago, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8150
Fax: (540) 283-6736
drago@roanokecountyva.gov

Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

SCOPE OF WORK

Roanoke County, Virginia, seeks a qualified private partner(s) (each a “Partner”) to construct, deploy, operate, and maintain broadband-to-the-home Internet Service to unserved residents and businesses within the five identified unserved and unplanned areas identified in this Solicitation. The Roanoke County Board of Supervisors has prioritized pursuing access to affordable Internet service on behalf of unserved residents who lack access to broadband at the FCC’s current definition (25Mbps/3Mbps).

In order to propose, a prospective partner does not need to be able to provide a complete solution in all service areas. Providers who are able to serve only certain of the desired service areas, or who are capable of providing only middle-mile or last-mile solutions, are welcome to propose to do what they can, even if it meets less than the entire goal of this Solicitation. However, prospective partners are encouraged to form teams or consortiums of firms that provide more complete solutions. Proposers that provide more complete solutions in individual service areas will have an advantage in the County’s evaluation of proposals. The County may request proposers who provide partial solutions in complementary ways to form teams or consortiums during the detailed phase of the selection process.

Goals of this Procurement

Roanoke County understands the need to assist its private partner(s) to offset capital costs and lower deployment costs to make the business case for broadband deployment in their unserved and underserved areas. Roanoke County is prepared to contribute local dollars, jointly pursue state and federal funding opportunities, in-kind services, and use creative financing to offset those capital costs and lower the cost of capital for its private partners.

The County plans the following actions to facilitate the deployment of a solution:

1. A portion of funding for procurement and construction of infrastructure
2. Support and assistance in permitting and navigation of other County, State, and federal processes
3. Waive local permit fees
4. Potentially assist with financing options as a way to reduce cost of expansions
5. Partner with providers in securing grant funding for expansions

TECHNICAL GOALS

Roanoke County seeks qualified private partner(s) to provide broadband services to unserved and underserved areas of the County as defined in this document. Roanoke County anticipates growth in demand as applications advance and adoption increases.

FINANCIAL GOALS

Roanoke County seeks partner(s) who are willing and financially able to share financial risk with the County in building and operating the proposed network. The County desires partner(s) that will collaborate with them to pursue state and federal funding to expand the broadband access and capacity to meet current and future demand.

SERVICE GOALS

The County seeks partner(s) who will deliver broadband services that meet the current FCC definition of broadband (25Mbps/3Mbps) and above to any customer in the identified unserved and underserved areas. The County desires cost-effective services that are reasonably priced given the target market. The network should be neutral and non-discriminatory in respect to applications, websites, type of use, and type of end user device. The Partner(s) should not impose caps on a user's total upload and download data capacity. The County desires a network that encourages increased Internet use to enable economically desirable activities such as home-based business, telework, telemedicine and distance learning.

CURRENT BROADBAND STRATEGIES

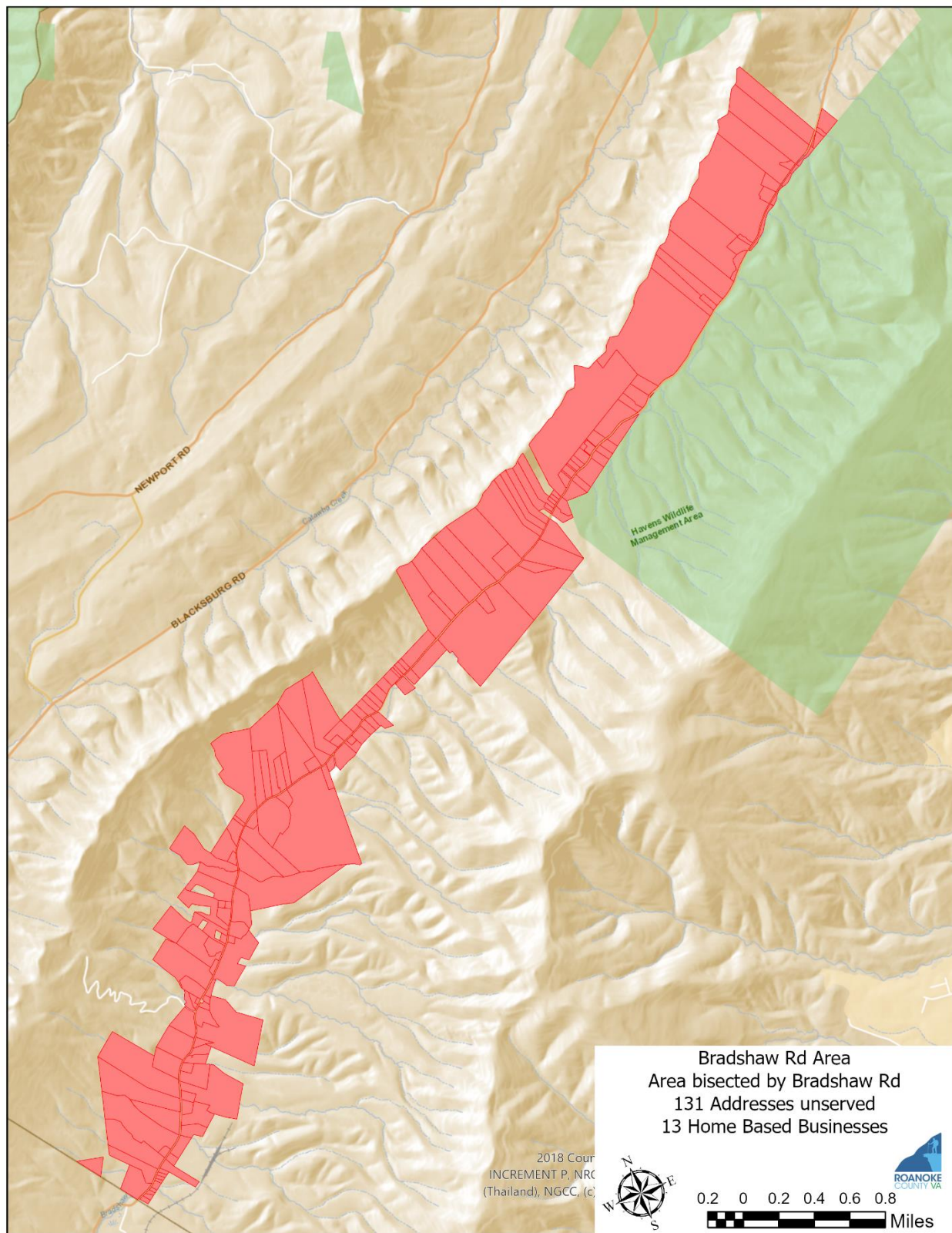
Roanoke County conducted a citizen survey in 2019/2020 and the findings have provided Roanoke County with clarity as to the extent of the lack of Internet access across the County. Roanoke County has made every attempt to validate existing broadband services and planned initiatives against the citizen demand.

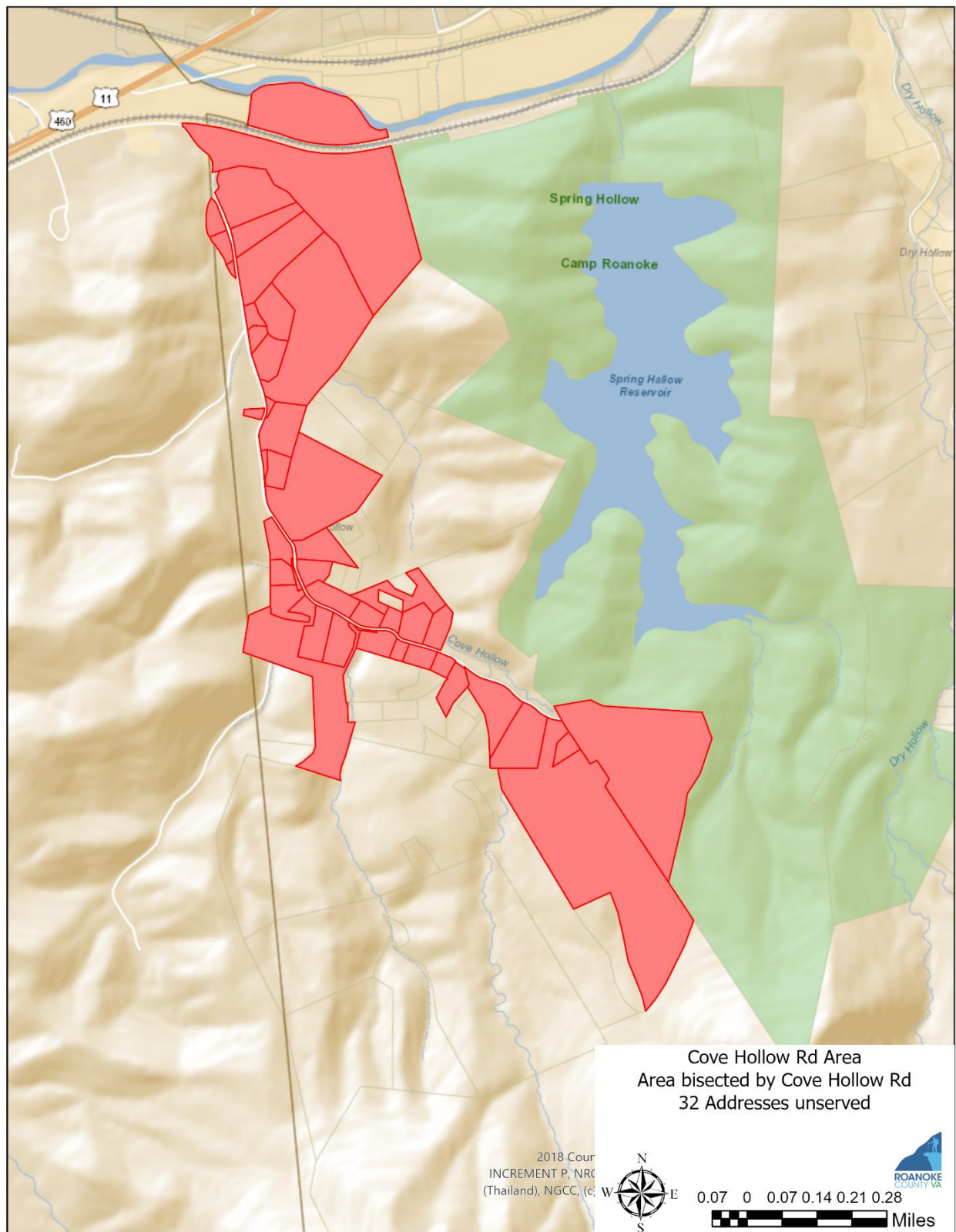
UNSERVED AND UNDERSERVED AREAS FOR PROPOSAL

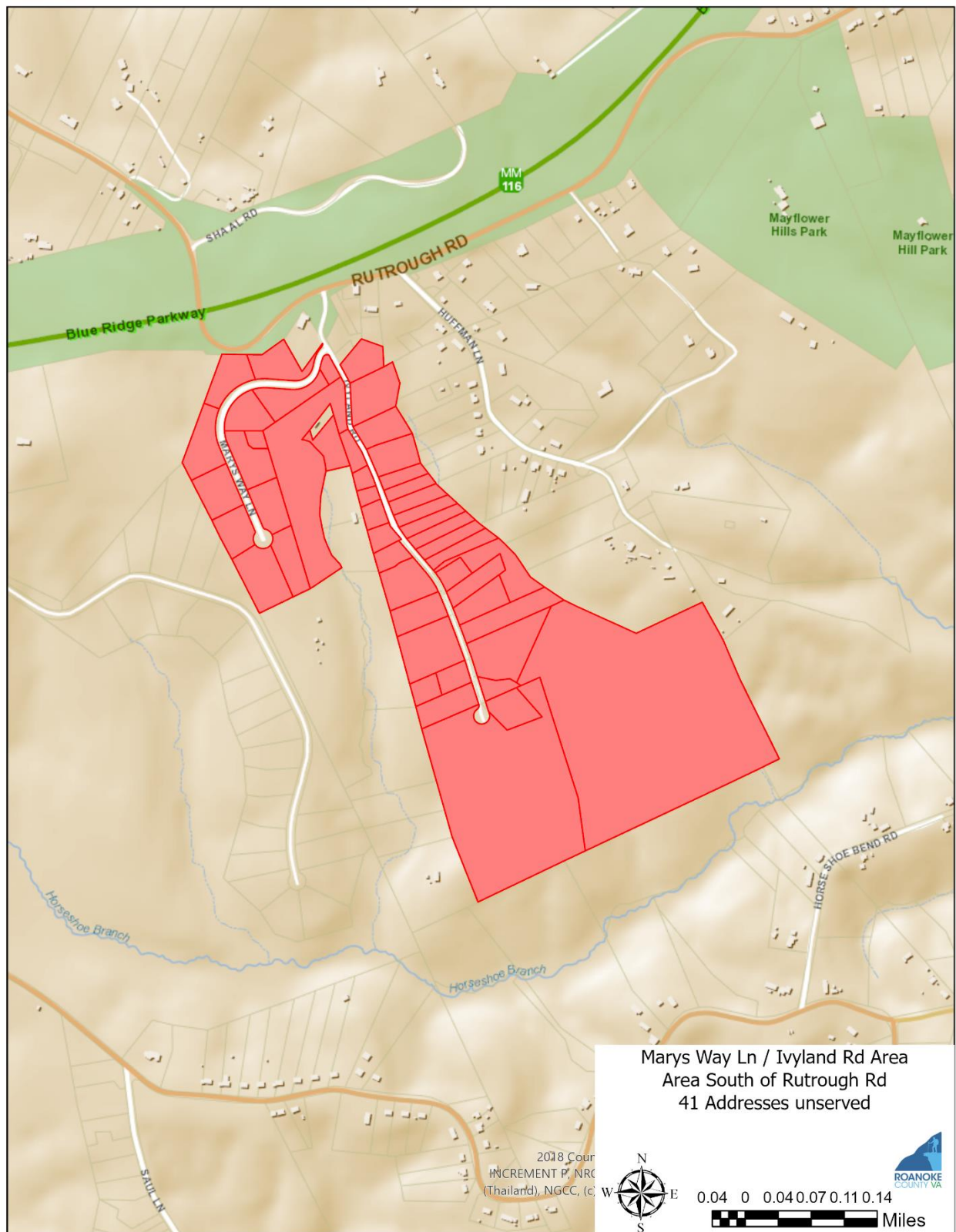
The areas for evaluation and submission are:

1. Bent Mountain Area – Bisected by Bottom Creek Road
 - a. 109 Addresses Unserved
 - b. 8 Home Based Businesses
2. Bradshaw Road Area – Bisected by Bradshaw Road
 - a. 131 Addresses Unserved
 - b. 13 Home Based Businesses
3. Cove Hollow Road Area – Bisected by Cove Hollow Road
 - a. 32 Addresses Unserved
4. Marys Way Lane/Ivyland Road Areas – South of Rutrough Rd
 - a. 41 Addresses Unserved
5. Starlight Lane Area – Bisected by Starlight Lane
 - a. 55 Addresses Unserved
 - b. 5 Home base Businesses

****NOTE:** Proposers may also send in proposals for any other areas of the County not included in the maps that proposers know may not have good coverage.







EVALUATION OF THE PROPOSAL

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. The County retains the right to award to one or to more than one Offeror as is in the best interest of the County. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

EVALUATION CRITERIA

Proposals will be evaluated to determine the proposal or proposals that offer the best value to the County. The evaluation will be based upon the following criteria. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the County reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

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|--|-----|
| 1. Network Map/Topology Map and Provider | 10% |
| 2. Past Experience | 20% |
| 3. Reliability | 20% |
| 4. References | 5% |
| 5. Cost | 25% |
| 6. Timeline to Install Services | 10% |
| 7. Sufficiency | 10% |

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (03/14/2011)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

FUNDING AVAILABILITY

The County fully understands the need for public financing to offset some of the capital costs of deploying a network in rural areas. Nevertheless, Roanoke County has limited ability to provide cash grant funding for broadband expansion from its own funds. The County is aware of the Commonwealth's Virginia Telecommunication Initiative (VATI) and is prepared to work with the Partner(s) on all available funding and financing opportunities. The County is also open to, and has done preliminary research on other potential innovative funding mechanisms to provide low-cost capital for projects.

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal. There isn't a pricing form available.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on USB drive is preferred.
- (e) You may submit the proposal electronically due to the Covid 19 Pandemic. Please follow instructions above.

IMPORTANT NOTICE – ADDENDUMS AND NOTICES OF AWARD

Effective March 14, 2011, the Purchasing Division of Finance, in conjunction with the County of Roanoke, has a new and improved website. With this new website, Purchasing has gained a new bid module which will provide more information and faster downloads for the vendors interested in doing business with the County. There is a new advanced Email/Text Message notification system allowing vendors to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. The current Vendor Registration to receive notices of bids and proposals will soon be phased out completely. All vendors interested in receiving these automatic electronic notifications will need to sign up in the new '**Notify Me**' and it is their responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an

email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. The address for this new website is www.RoanokeCountyVA.gov/purchasing.

Although '**Notify Me**' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, bulletin board, published in the local newspaper, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061, Ext. 311.

ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offeror will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code. Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

3(a). Procurement of Professional Services. *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews 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. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.*

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3(b). Procurement of other than Professional Services. *Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.*

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC. By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

RULING LAW

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

TAX EXEMPTION

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, the Offeror certifies that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred with 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.

ANTI-DISCRIMINATION

By submitting their proposal, all Offerors certify to Roanoke County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides

In every contract of more than \$10,000 the following provisions shall apply:

(a) During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (d) The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation 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.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

AVAILABILITY OF FUNDS

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

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offeror and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

CANCELLATION OF CONTRACT

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification.

Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

DEFAULT

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County

all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

DEBARMENT STATUS

By submitting their proposal, all vendors certify that they are not currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting Proposals on contracts by any Agency of the Commonwealth of Virginia.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

DELIVERY POINT

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the proposal price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

INVOICES

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of bids/rfp's.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the

manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

CERTIFICATION AND ABILITY

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all documents to furnish proof of experience, ability and financial standing.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

Prior to awarding a contract for the provision of services that require the contractor or his employees to have direct contact with students, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude. (§22.1-296.1 (C)).

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

Remainder of page intentionally left blank.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP #2020-085 CONSTRUCTION, DESIGN, OPERATION AND MAINTENANCE OF
BROADBAND EXPANSION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

| Section Title | Page # | Reason(s) for Withholding from Disclosure |
|---------------|--------|---|
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INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

SIGNATURE SHEET
RFP# 2020-085 CONSTRUCTION, DESIGN, OPERATION AND MAINTENANCE OF
BROADBAND EXPANSION

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended, Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO

AUTHORIZED PER VA CODE §2.2-4311.2 _____

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

To receive consideration for award, this signature sheet must be returned with your proposal, as it shall be a part of your response.

REFERENCE FORM
RFP# 2020-085 CONSTRUCTION, DESIGN, OPERATION AND MAINTENANCE OF
BROADBAND EXPANSION

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____