



Request for Proposal (RFP)# 19-35  
for  
Broadband Infrastructure Assessment  
Issue Date: March 21, 2019  
Proposal Due Date and Hour: April 25, 2019 3:00 p.m.

Montgomery County Purchasing Department  
755 Roanoke Street, Suite 2C  
Christiansburg, VA 24073-3179

# **BROADBAND**

## **INFRASTRUCTURE ASSESSMENT**

### **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is to obtain the services of a qualified Consultant (“Consultant”) to assist Montgomery County and the City of Radford (County and City) with the assessment of missing infrastructure links associated with broadband service available. The purpose of this project is to ensure that as the County and City determine future broadband needs, its resources are utilized efficiently, and broadband accessibility is provided to the highest number of residents and businesses as is possible. The County and City anticipate this will require the following tasks be completed by the Consultant:

- Assessment of current county-wide broadband coverage gaps (what areas presently have broadband services versus those that are not presently covered). The County and City currently define broadband coverage as a minimum of 10mbps download and 1mbps upload capacity, although both communities strive for their citizens to have access to much greater speeds. Some information has already been gathered on this topic by the New River Valley Regional Commission in 2016, but the consultant will need to develop a thorough understanding of these gaps.
- Analysis of the infrastructure needed to establish broadband service to the county and city population, which shall at a minimum:
  - Include an assessment of available existing resources. This shall include existing publicly owned assets – including vertical assets in the greater New River Valley to include the counties of Montgomery, Floyd, Pulaski, Giles and the City of Radford, fiber, real estate, etc. Additionally, the Consultant should identify privately-owned assets for which Internet Service Providers (ISPs) may be able to negotiate capacity. Some of the necessary information can be made available by contacting Kevin Byrd, Executive Director, New River Valley Regional Commission (kbyrd@nrvc.org)
  - Develop a county and city-wide broadband plan that considers the most optimal and cost-effective means to deliver minimum bandwidth requirements. This may involve a multitude of delivery options which may include but not limited to fiber to the home and/or fixed wireless solutions. This should be based on the best network model and take into account the assets already available. Any network design recommendations should be scalable for future growth.
  - Create a cost analysis of build-out of the necessary infrastructure to cover the above established minimum, and escalating costs to reach 100% coverage. This may include using existing assets or construction of new assets. This information will be used for budget planning for potential public-private partnerships.
  - Analysis of cooperative projects that may support deployment solutions between

adjoining local government geographies.

- Collaborate with the New River Valley Regional Commission staff on utilizing data collected by the community survey aspect of this planning process for which they will be leading.
- A management team for this project is being assembled consisting of key stakeholders within public, private and citizen sectors. The consultant is expected to participate in at least three in-person meetings with the management team and utilize the group as a resource to help ensure the plan aligns with and addresses the community needs. Conference calls and/or web-based video interaction may be utilized for coordination between in-person meetings.
- Creation of a sample RFP for a public private partnership with internet service providers
- Upon completion of the plan development phase, the consultant shall be available to assist the County and City with the assessment of proposals for the creation of a public-private partnership. This assessment will include, at a minimum, the following:
  - Assessment of the design and technology utilized by the proposal to ensure the likelihood of success within the County and City's defined parameters.
  - Assessment of the project implementation plan to ensure its viability
  - Assessment of the capability of the proposed system to be scaled for increased data capacity over time
  - Assessment of the financial proposal to ensure fairness to all involved and local government resources are used effectively, if required.
  - Assessment of the private firm's ability to perform the work in a timely manner

## **2.0 BACKGROUND INFORMATION**

The New River Valley region established a Telecommunications Plan in 2005 with an update in 2006. Since that time, a regional Broadband Authority was established in 2008 to support the deployment of projects. Current members of the Authority consist of Giles County, Pulaski County and the City of Radford. In 2010 the Authority partnered with Citizens Cooperative in Floyd County to secure federal funds to construct 200 miles of middle-mile open access carrier-grade fiber between Wytheville and Botetourt County. The Authority remains an entity which could be utilized to support deployment solutions. At this time, the local governments in the New River Valley anticipate private Internet Service Providers to be the primary responsible party to deliver broadband services to customers. In 2015-2016 the New River Valley Regional Commission conducted a broadband user survey for Montgomery County. Following survey responses, presentations were delivered to all the local government bodies and meetings were conducted with the existing Internet Service Providers to share the survey findings. The intent of the survey was to identify gaps in service and determine areas where existing ISPs could focus future capacity building projects. At this point, Montgomery County and the City of Radford seek services to not only assess the gaps, but also determine the best methods to deliver internet services to those lacking the minimum bandwidth requirements.

### 3.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation may be cause for offeror's proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this Contract:

**3.0 Debarment:** By signing and submitting a proposal, Offerors certifying that they are not currently debarred by any local or state government or the Federal Government. Offerors shall provide in their bid, documentation related to all debarments that occurred within the last ten (10) years.

**3.1** Any offeror wishing to submit a proposal and be considered for this solicitation must have a minimum of five (5) years of experience providing similar services as requested in this RFP.

### 4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

#### 4.0 General Scope of Services:

- 4.1.1 Written notification by Montgomery County (the County) must be issued prior to the start of work. The notification will constitute the notice to proceed, unless otherwise indicated.
- 4.1.2 All individuals performing work under this Contract must have the appropriate licenses, certifications or credentials that prove competence in tasks being performed.
- 4.1.3 Consultant shall perform all services in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including State Health Department, Virginia USBC, Virginia Occupational Safety and Health Agency (VOSHA) and OSHA rules and regulations.
- 4.1.4 The services to be provided under this Contract include but are not be limited to the following:
  - 4.1.4.1 Involvement by the Consultant throughout all phases of the project, including but not limited to preparation of reports; periodic progress reports/meetings; preparation for and participation in briefings and presentations to staff groups, the project Management Team, the Montgomery County Board of Supervisors, Radford City Council and federal or state agencies; processing of invoices for services; timely processing of project correspondence.
  - 4.1.4.2 Coordination with the New River Valley Regional Commission

as project manager.

4.1.4.3 Other types of services of a nature consistent with the intent of this RFP as so directed by the County and City.

4.1.5 A Scope of Work will be developed for each task order under this Contract.

4.1.5.1 The level of supervision, quality assurance and staff assigned by the Consultant to an individual task order will be clearly defined in the Scope of Work.

4.1.5.2 The Consultant shall assign a Project Manager to each task order to provide consultation and management services. The Consultant's Project Manager will be responsible for staffing the work and the review of reports for accuracy and completeness prior to submission. The Consultant's Project Manager will have the final responsibility for quality control.

4.2 Fee/rate Schedule: Hourly rates established under this Contract will include:

4.2.1 Administrative items such as fax transmissions, long distance phone calls, mailing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals and other expenses deemed typical in the conduct of business.

4.2.2 Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support and all overhead and incidental costs.

4.3 The services to be provided under this Contract include but are not limited to the following:

4.3.1 Evaluations, investigations, analysis, recommendations, cost and time estimates, testing, reports, studies, designs, preparation of documents (including drawings in latest AutoCAD version and specifications) field inspections and investigation.

4.3.2 Professional involvement throughout all phases of the project, including but not limited to development of programs; preparation of reports; periodic progress reports/meetings; processing of invoices for service; timely processing of project correspondence, Consultants' requests for payment, and material and equipment submittals.

## **5.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES**

The Instructions for Submitting Proposals set forth certain criteria which will be used in the evaluation of proposals and selection of the successful offeror. In addition, the criteria set forth below will be considered.

### **5.1 Proposal Analysis Group**

The project Management Team will include various representatives from Montgomery County and the City of Radford and citizens members.

5.2 Proposal Content – Offerors are to make written proposals that present the offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

5.2.1 Do not use Federal Government forms such as Standard Form 330; Architect – Engineer Qualifications in your proposal response.

- A. Signature Page
- B. Documents: Include required documents but not limited to: Proof of Authority to Transact Business Form, W-9, insurance certificate; Acknowledgement of Addendums
- C. Table of Contents
- D. Minimum Qualification response
- E. Management Skills and Technical Expertise  
Include as a minimum:
  - Provide a narrative description (maximum of one (1) page per project) of three (3) similar projects that have been successfully completed within the past seven (7) years that best illustrate the capabilities of your organization in relation to the RFP Scope of Services. In the project narrative, provide a detailed description of the projects to include the timely delivery of contracted services, completion date, client contact information, contract cost and any unique problems encountered, and solutions devised.  
  
A successfully completed project shall include: 1) that the project was completed within the contract time, including any owner approved time extensions; 2) that the project was completed at or below the contract award amount, including any subsequent owner approved cost change orders; and 3) that the project was completed in accordance with the contract requirements.
  - References: All offerors shall include with their proposals a minimum of three (3) current references from project completed in the last three (3) years. This list shall include company name, person to contact, address, telephone number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
  - Describe your organization's quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.
  - Awards and letters of commendation received.

F. Credentials of the Project

Team Include as a minimum:

- Staffing Plan to support the Scope of Services contained in this RFP. The staffing plan should identify the project manager and project team
- Identify the Project Manager and provide resume along with portfolio of related projects
- Provide resumes of key project staff; at a minimum the resumes should include professional licenses; years of experience, technical certifications and experience related to the requirements in the RFP scope of services.
- Identify subconsultants and previous working experience with subconsultants

G. Task Understanding

Provide a narrative describing how you intend to accomplish task requirements contained in this RFP. Address your understanding of overall RFP requirements.

H. Capability for Timely Response

- Identify primary work location (City/Town and State) of all team members identified in the proposal.

I. Non-Binding Fee Schedule

The individual Offeror's fee/rate schedule shall include a rate for all labor categories listed below.

For proposal evaluation purposes, provide an hourly rate (non-binding) for each of the following representative categories. Rates included herein should correspond as closely as possible to the actual rate category identified in the individual offeror's fee/rate schedule even though the category titles may differ.

- Principal (Corporate Officer or Partner)
- Project Manager
- Technical Specialist
- Field Inspector
- Technician
- Administrative

J. Compliance with Contractual Terms

Provide a definitive statement of intent to comply with the Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are not acceptable as described, Offerors must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those Terms and Conditions Offeror takes exception to or seeks to amend or replace, as well as to provide Offeror's additional or alternate

terms and conditions, may result in rejection of the proposal if provided after proposed submission.

Acknowledge and describe any proposed deviations from Scope of Services.

- K. Proposals will be reviewed for: completeness; attention to detail; clarity; organization and appearance. (Specific response to this section not required on proposal)

### 5.3 Evaluation Process

The Management Team will review and evaluate each proposal, and selection will be made for each service group on the basis of the criteria listed below.

- A. Management skills, technical expertise, similar projects **(25 points)**
- B. Credentials of project team **(20 points)**
- C. Understanding of task requirements **(20 points)**
- D. Capability for timely response **(5 points)**
- E. Compliance with contractual terms **(5 points)**
- F. Overall quality and completeness of proposal **(5 points)**
- G. Cost of Services **(20 Points)**

Once the Management Team has read and evaluated each proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the offerors for further consideration—the short-list. Thereafter, the Management Team will conduct interviews and have discussions with the top ranked offerors (usually the top three (3) to five (5) depending upon the number of proposals received).

## **6.0 INSTRUCTIONS TO OFFERORS**

### 6.1 Preparation and Submission of Proposals

- 6.1.1 Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- 6.1.2 Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- 6.1.3 All proposals must be submitted to Montgomery County in a sealed envelope. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- 6.1.4 All proposals shall be signed in ink by the individual or authorized principals of the firm.
- 6.1.5 All attachments to the RFP requiring execution by the firm are to be returned with the proposal.
- 6.1.6 Proposals must be received at Montgomery County Purchasing Office, 755 Roanoke Street, Suite 2C, Christiansburg, VA 24141 prior to 3:00



p.m., local time on date identified on the cover of this RFP. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the County by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

- 6.1.7 Each offeror shall submit one (1) original and three (3) copies of their proposal to the County as indicated on the cover sheet of this RFP. Please also include a flash drive with a PDF version of the proposal.

## 6.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, all questions must be received **by 2:00 p.m. April 18, 2019**. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Any Addendums can be downloaded from [www.montgomerycountyva.gov](http://www.montgomerycountyva.gov)

## 6.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an Addendum will be issued. It is the responsibility of the offeror to ensure that he has received all Addenda prior to submitting a proposal. Addendums can be downloaded from [www.montgomerycountyva.gov](http://www.montgomerycountyva.gov)

## 6.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation will not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342(F) of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

## 6.5 Authority to Bind Firm in Contract

Proposals **MUST** give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show **TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT**. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a “member” may sign or “manager” must sign if so specified by the Articles of Organization.
- If a regular corporation, the CEO, President or Vice-President must sign.
- Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

#### 6.6 Withdrawal of Proposals

- 6.6.1 All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- 6.6.2 Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- 6.6.3 Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

#### 6.7 County and City Furnished Support/Items

The level of support required from County and City personnel for the completion of each task will be estimated by position and man days. The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County and City may furnish these Facilities if the County and City considers them reasonable, necessary, and available for the offeror to complete its task.

#### 6.8 Subconsultants

Offerors shall include a list of all subconsultants with their proposal. Proposals shall also include a statement of the subconsultants' qualifications. The County reserves the right to reject the successful offeror's selection of subconsultants for good cause. If a subconsultant is rejected, the offeror may replace that subconsultant with another subconsultant subject to the approval of the County. Any such replacement will be at no additional expense to the County, nor will it result in an extension of time without the County approval.

#### 6.9 Late Proposals

**LATE** proposals will be returned to offeror **UNOPENED**, if RFP number, acceptance date and offeror's return address is shown on the container.

#### 6.10 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality means a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

#### 6.11 Prohibition as Subconsultants

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or

firm to whom the Contract was awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

6.12      Deviations from Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the Scope of Services will be ruled out and the substitution clearly indicated. The County reserves the right to determine the responsiveness of any deviation.

6.13      Notice of Award

A Notice of Award will be issued following action by the Board of Supervisors.

6.14      Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

6.15      Miscellaneous Requirements

6.15.1 The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

6.15.2 Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The County will schedule the time and location for this presentation.

6.15.3 The contents of the proposal submitted by the successful offeror as well as this RFP will become part of any Contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a Contract with the County.

6.15.4 The County reserve the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

6.16      Debarment

By submitting a proposal, the offeror is certifying that he is not currently debarred by the County or City, or in a procurement involving federal funds, by the Federal Government. A copy of the County debarment procedures in accordance with § 2.2-4321 of the Code of Virginia are available upon request.

6.17      Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why

the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

6.18 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of Contract award, this information is required in order to issue payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

6.19 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

6.20 Legal Action

No bidder or potential bidder may institute any legal action until all statutory requirements have been met.

6.21 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.

ATTACHMENT A  
TERMS AND CONDITIONS

**GENERAL TERMS AND CONDITIONS**

[http://www.montgomerycountyva.gov/filestorage/16277/16344/16633/16661/RFP\\_terms\\_and\\_conditions.pdf](http://www.montgomerycountyva.gov/filestorage/16277/16344/16633/16661/RFP_terms_and_conditions.pdf)

**SPECIAL TERMS AND CONDITIONS**

1. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
2. **AUTHORIZED USERS:** Additional State agencies, institutions and/or other public bodies may be added or deleted to receive the goods or services resulting from this solicitation. The addition or deletion of authorized users shall be made only by written modification to the contract. Such modification shall name the specific agency added or deleted and the effective date.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

Montgomery County  
Purchasing Department  
755 Roanoke Street, Suite 2C  
Christiansburg, VA 24073-3179

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.

6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
7. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
8. **INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

9. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
10. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
11. **SEVERAL LIABILITY:** Montgomery County will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

12. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
13. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
14. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

## BROADBAND INFRASTRUCTURE ASSESSMENT

THE FIRM OF: \_\_\_\_\_

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

FEIN: \_\_\_\_\_

Hereby proposes to provide the requested services as defined in this RFP

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all Addenda.

- A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:

INCLUDED:  
(X)

1. W-9 Form:
2. Certificate of Insurance:
3. Addenda, if any (Informality):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Failure to provide the following items with your proposal may be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal.

ITEM:

INCLUDED: (X)

1. Addenda, if any:
2. Payment Terms:
3. Proof of Authority to Transact Business  
in Virginia Form:
4. Proposal:  
(One original and three copies)

\_\_\_\_\_  
\_\_\_\_\_ net 30 or \_\_\_\_\_ Other  
\_\_\_\_\_  
\_\_\_\_\_

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Name and title of person authorized to bind the offeror:

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

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

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents and that your Firm is not currently Debarred by a local or state government or the Federal Government.

## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

***THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL***

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeree organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeree that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeree described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Montgomery, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

- A. \_\_\_\_ Bidder/offeree is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is \_\_\_\_.
- B. \_\_\_\_ Bidder/offeree is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeree's Identification Number issued to it by the SCC is \_\_\_\_.
- C. \_\_\_\_ Bidder/offeree does not have an Identification Number issued to it by the SCC and such bidder/offeree is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets of paper if you need to explain why such bidder/offeree is not required to be authorized to transact business in Virginia.**

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Legal Name of Company (as listed on W-9)

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Legal Name of Bidder/Offeree

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Date

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Authorized Signature

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Print or Type Name and Title