Franklin County
A Natural Setting for Opportunity

Franklin County, Virginia

Request for Conceptual PPEA Proposal

Under the Public-Private Education Facilities and Infrastructure Act of 2002 and Franklin County Broadband Authority PPEA Policy, adopted 01/16/2018
For:

Expansion of County Broadband Services

Issue Date: February 22, 2019

#2019-001

NAME OF SOLICITING BODY:

Franklin County Broadband Authority
1255 Franklin Street, Suite 111, Rocky Mount, Virginia 24151

Conceptual proposals - one (1) original and seven (7) copies, in addition to one (1) electronic copy on a flash drive or similar device - shall be clearly identified as a response to this Request for PPEA Proposal, provided in a SEALED container (Electronic submissions of supporting technical data can be accepted through pre-approved methods) and will be received until 4:00 local time, April 24, 2019**,** 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:

Mr. Brian Carter, Finance Director 540-483-3032 Email: brian.carter@franklincountyva.gov
Mrs. Karen Brown, Assistant Finance Director 540-483-6624 Email: Karen.Brown@franklincountyva.gov

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

Franklin County Broadband Authority
Attn: Mr. Brian Carter, Finance Director
1255 Franklin Street, Suite 111, Rocky Mount, Virginia 24151

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I. PURPOSE

This Public-Private Education Facilities and Infrastructure Act (PPEA) Request for Proposals (RFP) by the Franklin County Broadband Authority in Virginia, hereinafter referred to as the "Authority," invites conceptual proposals from private firms, joint ventures, or consortiums of firms to provide for expansion of broadband access and capacity into un-/under-served areas of the Authority. The RFP sets forth the terms and conditions whereby the Authority may decide to proceed to the detailed phase with one (or more) successful Offeror(s) to provide the partnership services described herein or in a selected proposal.

The PPEA is a unique legal structure that allows political subdivisions of the Commonwealth to enter competitive but flexible negotiations to find novel public-private approaches to solving major public problems. Private entities submitting a conceptual proposal are strongly encouraged to read and have a strong understanding of the Act and are solely responsible for fully understanding the Act. However, the basic structure of the procurement process under the PPEA is:

1. *Conceptual Proposal*. A generalized proposal, seeking potential technical and financial solutions to an identified problem. The proposals are general in nature; they need to be feasible but should not be fully planned or engineered. Pricing should be of the "ballpark" nature. Conceptual proposals are reviewed by a review committee, which assists the board in determining which proposal(s), if any, should move forward to the detail phase.

2. *Detailed Phase*. Following the conceptual phase, the Authority and the most promising conceptual proposer(s) will move forward to the detail phase. During the detail phase, proposals will be further vetted and refined to meet the goals of the Authority.

3. *Interim Phase (Optional)*. During the Interim Phase, the parties enter into an interim contract to do design and preparatory work, during which time they also negotiate the comprehensive agreement.

4. *Comprehensive Phase*. The Comprehensive Phase covers the actual construction and operation of the desired infrastructure.

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

II. SCOPE OF WORK AND REQUIREMENTS

The Authority desires expansion of broadband access in unserved areas and improved capacity in underserved areas. It has selected a Public/Private Partnership model as the best solution to find and implement solutions for providing quality broadband to its citizens. The Authority is preparing to act to work with one or more private partners on financial and technical solutions to make the economics of rural broadband work. The Authority is technology-agnostic and understands the need to leverage all technologies to deliver broadband to every area and therefore is open to forming partnerships with more than one provider, including incumbents, who wish to partner with the Authority. The selected private partner(s) is/are to provide, but not limited, to the following services:

- Seamless and reliable broadband access with defined performance, coverage area, and consumer pricing goals for the Authority.
- Operate as an Internet Service Provider, ensuring middle-mile, last-mile and backhaul solution options, as applicable, 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 Authority has worked with the Center for Innovative Technology (CIT), a Virginia state agency, to identify potential broadband adoption barriers, current broadband demand, future capacity needs, local assets, and to review Franklin County ordinances and policies related to broadband deployment. The Authority is committed to acting 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. The following are summary findings of this work, the Authority's broadband goals and the associated actions the Authority is committed to take in support of the resulting public-private partnership(s):

PRIORITIES

1. Residential and business connectivity is a top priority for the Authority – particularly in the areas of Callaway, Ferrum, Henry, Hardy, Penhook, and Snow Creek. From a recent all County citizen survey:

   Residential
   - 34% are dissatisfied with their current residential service
   - 22% rely on inadequate services (cellular, satellite or dial-up)
   - 20% have NO access at home

   Business
   - 34% are dissatisfied with their business Internet service
   - 23% of businesses depend on inadequate connection types (cellular, satellite, or dial-up)
   - 12% of survey respondents would work from home if they had better access

2. Improving broadband access and capacity at our fire and rescue stations is a priority for the Authority – particularly in the areas of Snow Creek, Callaway, Henry, and Fork Mountain. These stations can serve as community anchor institutions, dependent on current contractual status.
   a. The service provided to fire and rescue stations must be equal or better than any current pricing and provide the required bandwidth to support facility functions.

3. Improving broadband access and capacity at our community centers is a priority for the Authority – particularly in the areas of Henry, Naff, and Coles Creek. These community centers can serve as community anchor institutions, dependent on current contractual status.
    a. The service provided to community centers must be equal or better than any current pricing and provide the required bandwidth to support facility functions.

4. Improving broadband access in rural parts of the County by making WiFi hotspots available at community centers, fire and rescue stations, and other County or community owned facilities.

5. The Authority recognizes that bandwidth available to the library system does not meet the national recommendation for libraries serving communities with a population of over 50,000 (1 GB). Improving bandwidth available to the libraries is a long-term priority.

6. The Authority recognizes that the bandwidth needs for our schools is constantly growing and must keep pace with the national digital learning goal of 1 mbps per student. Improving capacity to our schools is a long-term priority.

AUTHORITY COMMITMENTS

1. It is not the desire of the Authority to own and/or operate any private partner(s) network components. However, the Authority will consider proposals that include such options in the partnership.

The Authority is willing to provide access to authority/county-owned vertical assets, any telecom conduit/fiber, and other incentives, as listed below, on a funding contingent basis.

2. As a political subdivision of the Commonwealth, the Authority has access to public property, public easements, and VDOT rights of way in different ways from private companies. The Authority is willing to leverage this difference creatively.

3. The Authority has access to potential creative funding opportunities, including issuing conduit bonds either itself or through the Franklin County Industrial Development Authority, and would be willing to explore financing possibilities in this direction.

4. The Authority is aware that streamlining administrative processes can speed up deployment. The Authority is willing to:
    a. Provide a single-point-of-contact for broadband infrastructure construction by the selected private partner(s).
    b. Waive, reduce, or defer local fees for permitting and construction of any broadband infrastructure by the private partner(s).
        i. The Authority has reviewed policies and ordinances to streamline any broadband infrastructure construction/deployment.

c. Assist with public education and/or public relations leveraging County media relationships, and/or social media.

5. The Authority understands the importance of lowering deployment costs. The Authority is willing to:
   a. Leverage ongoing or pending capital projects to take advantage of “Dig Once” opportunities that can reduce broadband infrastructure deployment costs.
   b. Consider assisting with deployment costs, funding contingent.
   c. Pursue any federal or state broadband funding opportunities to help offset the costs of broadband access and capacity expansion projects. Projects proposing innovative approaches to limit Authority/County financial investment through grants, cost sharing and use of existing infrastructure are preferred;

6. The Authority is aware of existing infrastructure/assets that might be useful to private partner(s). The Authority is willing to share the following assets:
   a. Existing vertical assets and/or Authority/County owned property for new vertical assets and any County owned telecom conduit/fiber assets.
   b. The Authority will consider sharing space at fire and rescue stations for small towers or poles.

7. The Authority is prepared to leverage relationships with the owners of assets not owned, operated or controlled by the county to expedite/facilitate deployments.

8. The Authority is willing to provide anchor institutions to any private partner(s), dependent on current contractual status. The service provided to Authority facilities must be equal or better than current pricing and provide the required bandwidth to support county functions.

9. The Authority will work to leverage e-Rate funding incrementally as a long-term priority to increase capacity at the library.

10. The Authority will work to leverage e-Rate funding incrementally as a long-term priority to increase capacity at the schools.

11. The Authority is prepared to support increased availability of WiFi hotspots in rural areas of the County.

This solicitation is a two-step process consisting of a conceptual phase and a detailed phase. Only those private entities whose conceptual proposals are selected for further consideration will be invited to submit detailed proposals.

Offerors submitting a conceptual phase proposal will be required to produce a detailed broadband network design and deployment project plan only for the detailed phase of the PPEA solicitation if their conceptual proposal has enough merit to proceed for further consideration. However, Offerors may wish to include maps or drawings as desired in their initial submission to illustrate their conceptual proposal.

The Authority may request, in writing, clarification to the submission and/or discontinue its evaluation of any proposal at any time during the conceptual or detailed design phase. 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 Authority's broadband goals.

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

- Prepare a detailed broadband network design to expand broadband access and capacity within the County.
- Provide construction cost estimates and funding needed from the Authority or other sources in addition to the private investment.
- Meet with the Authority 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.
- Prepare a phased deployment project plan in collaboration with the Authority to meet County broadband goals.
- Work with the Authority to pursue state and federal funding opportunities to offset the costs of the deployment(s). Projects proposing innovative approaches to limit Authority/County financial investment through grants, cost sharing and use of existing infrastructure are preferred;

III. INSTRUCTIONS TO OFFERORS

A. This procurement will be conducted in accordance with the Franklin County Purchasing Policy Implementing Public-Private Education Facilities and Infrastructure Act of 2002, Public-Private Transportation Act of 1995, and Franklin County PPEA Policy.

B. Questions related to the RFP shall be directed to:

Mr. Brian Carter, Finance Director
PHONE: 540-483-6624 EMAIL: brian.carter@franklincountyva.gov

Questions or requests for clarification may be faxed or emailed. All responses to inquiries will be in writing in the form of a written Addendum and will be posted on the Franklin County website at http://www.franklincountyva.gov/broadband-authority. **Questions from Offerors must be received at the Franklin Broadband Authority by 4:00 PM on April 8, 2019** in order to ensure that the answers can be sent and received by the prospective Offerors for their consideration prior to the date proposals are due.

C. **Offerors must submit seven (7) copies and one (1) original indicated as "Original" of Proposals, in addition to one (1) electronic copy on a flash drive or similar device** to:
Franklin County Broadband Authority
Attn: Mr. Brian Carter, Finance Director
1255 Franklin Street, Suite 111, Rocky Mount, Virginia 24151

D. All Proposals must be in a sealed envelope or box and clearly marked with the following information: "PPEA-RFP #2019-001 CONCEPTUAL PHASE EXPANSION OF COUNTY BROADBAND SERVICES" and company name and address. Proposals not so marked or sealed may be returned to the Offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Offeror.

All expenses incurred for submitting Proposals to Franklin County shall be borne by the Offeror. **All Proposals shall be received by 4:00 PM on April 24, 2019.** Any Proposal received after this time and date will not be considered. The time of receipt shall be determined by Brian Carter, Finance Director.

The Offeror has the sole responsibility to have the proposal received by the Franklin County Broadband Authority 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 Rocky Mount, 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 Franklin County Broadband Authority.** If you will be using one of these services for delivery of your proposal, please take this information into consideration. It is the Offeror's responsibility to ensure that the package is delivered to the Franklin County Broadband Authority by the due date and time.

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

Inclement Weather: If the Franklin County Broadband Authority is closed during the scheduled times for a pre-proposal conference or proposals due date the pre-proposal conference and/or proposal due date will occur on the next business day that the Franklin County Broadband Authority is open at the appropriate times as stated in the RFP. *No exceptions will be made in this situation.* Please contact the Procurement contact as stated in the RFP for information pertaining to this procurement.

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

F. As a *guideline* the Authority *anticipates* the following tentative timetable for selection of a private partner(s).

DATE	ACTIVITY
February 22, 2019	PPEA Conceptual RFP Issued
April 8, 2019	Deadline for Questions is 4:00 PM
April 24, 2019	Proposals due by 4:00 PM
April 24 - May 3, 2019	Evaluation of Conceptual Proposals
May 8-15, 2019	Short-list Offerors' Interviews
May 22, 2019	Signed Interim/Preliminary Agreement(s)
June 11, 2019	Detailed Designs and Project Plans Due
July 1, 2019	Signed Comprehensive Agreement

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. **Conceptual** PPEA proposals shall conform in all respects to the requirements stated in the Franklin County PPEA Policy Implementing the Public-Private Education Facilities and Infrastructure Act of 2002 and Public-Private Transportation Act of 1995. The Authority will review the conceptual proposals and if it decides that there is merit in continuing the process, will select certain proposals for further consideration in the detailed phase.

B. **Conceptual proposal** shall contain a CONCISE summary of the subject items described in the proposal evaluation criteria contained in RFP Section V.

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 letter head, signed by a person with the corporate authority to enter into any contract which results from the RFP.
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 VIII.
5. The Offeror 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 Offeror must provide a list of references of other governmental organizations who have successfully utilized the Offerors services in designing and deploying a

similar project. The references must include telephone numbers and names of contact person. The Authority also reserves the right to contact undisclosed references in the course of this evaluation.

7. The Offeror must provide the qualifications and experience of key personnel to be assigned to this broadband initiative including the project manage and team members, and the Offeror's commitment to provide identified personnel for the duration of the design and deployment.
8. The Offeror 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 Authority prefers current or most recently audited financial statements for the past three years (or for the period of time the Offeror has been in operation, whichever is the lesser), and reserves the right to request these if not provided, for evaluation purposes.
9. Conflict of Interest: Offerors 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 can leverage the Authority/County's assets and your capabilities to meet Authority broadband goals.
   2. Describe how your conceptual design 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 like 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 Authority for the development of a detailed broadband network design to meet the Authority's goals should your firm be selected to enter into an interim/preliminary contract as a result of this RFP. 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 Authority.

V. PROPOSAL EVALUATION CRITERIA

The Authority will use the following evaluation factors in its review and evaluation of the proposals PPEA Conceptual Broadband Proposals:

A. Experience and expertise of the Offeror 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 Offeror's key personnel to be assigned to the broadband project including project manager and project teams, and overall qualifications and experience of the Offeror and any subcontractors to be used. Also, the Offeror's commitment to provide identified personnel for the duration of the contract; 20 points

C. Offeror'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-RFP including the requested "Special Requirements" of proposal submission, Section IV, Paragraph D of this RFP; 15 points.

E. The sufficiency of financial resources and ability of the Offeror 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. Projects proposing innovative approaches to limit Authority/County financial investment through grants, cost sharing and use of existing infrastructure are preferred; 10 points

G. Offeror's typical or average Internet service plans and pricing; 5 points

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

VI. PPEA PROPOSAL SELECTION PROCESS

Selection Process :

A. Proposals will be evaluated as follows:

1. First step of the evaluation process will consist of scheduled submission of a conceptual proposal or proposals for evaluation.

2. Conceptual evaluation process will consist of evaluation of proposals by the Authority using the Criteria noted in Section V.

3. Those private entities whose conceptual proposals are selected for further consideration will to be notified to schedule an in-person presentation and discussion.

4. Selected entities will be notified to complete a(n) interim/preliminary agreement with the Authority prior to moving to the detailed design phase.

VII. TERMS AND CONDITIONS

A. ACCEPTANCE, INVOICING AND PAYMENT

The Authority will make payment to the Offeror, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for design work under a interim/preliminary or comprehensive agreement resulting from this RFP.

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

B. ATTORNEY'S FEES

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

C. AVAILABILITY OF FUNDS

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

D. CONTRACT AWARD

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

E. CONTRACT PERFORMANCE TERMS

Any contract resulting from this RFP 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 the Authority. 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.

F. DEFINITIONS

1. AUTHORITY: Wherever the word "Authority" appears, it shall be understood to mean Franklin County Broadband Authority.
2. OFFEROR: A person or firm who makes an offer in response to a Request for Proposals.
3. CONTRACTOR: A person or firm who enters into a contract with the Authority to provide the services described herein.

G. TERMINATION

The Authority shall have the right to terminate at the Authority's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the 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 the Authority.

VIII. TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION

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

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

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

COMPANY NAME: _____

SIGNATURE_____

APPENDIX A: FRANKLIN COUNTY BROADBAND AUTHORITY REQUIREMENTS AND COMMITMENTS:

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

AUTHORITY BROADBAND GOALS IN PRIORITY ORDER

1. The Authority recognizes there is high demand for additional access and capacity for residential and business service. Residential and business connectivity is a top priority for the Authority – particularly in the areas of Callaway, Ferrum, Henry, Hardy, Penhook, and Snow Creek.

   Residential

   - 34% are dissatisfied with their current residential service
   - 22% rely on inadequate services (cellular, satellite or dial-up)
   - 20% have NO access at home

   Business

   - 34% are dissatisfied with their business Internet service
   - 23% of businesses depend on inadequate connection types (cellular, satellite, or dial-up)
   - 12% of survey respondents would work from home if they had better access

2. The Authority recognizes that our fire and rescue stations need additional broadband access and capacity. Improving broadband access and capacity at our fire and rescue stations is a priority for the Authority – particularly in the areas of Snow Creek, Callaway, Henry, and Fork Mountain.

3. The Authority recognizes that our community centers need additional broadband access and capacity. Improving broadband access and capacity at our community centers is a priority for the Authority – particularly in the areas of Henry, Naff, and Coles Creek.

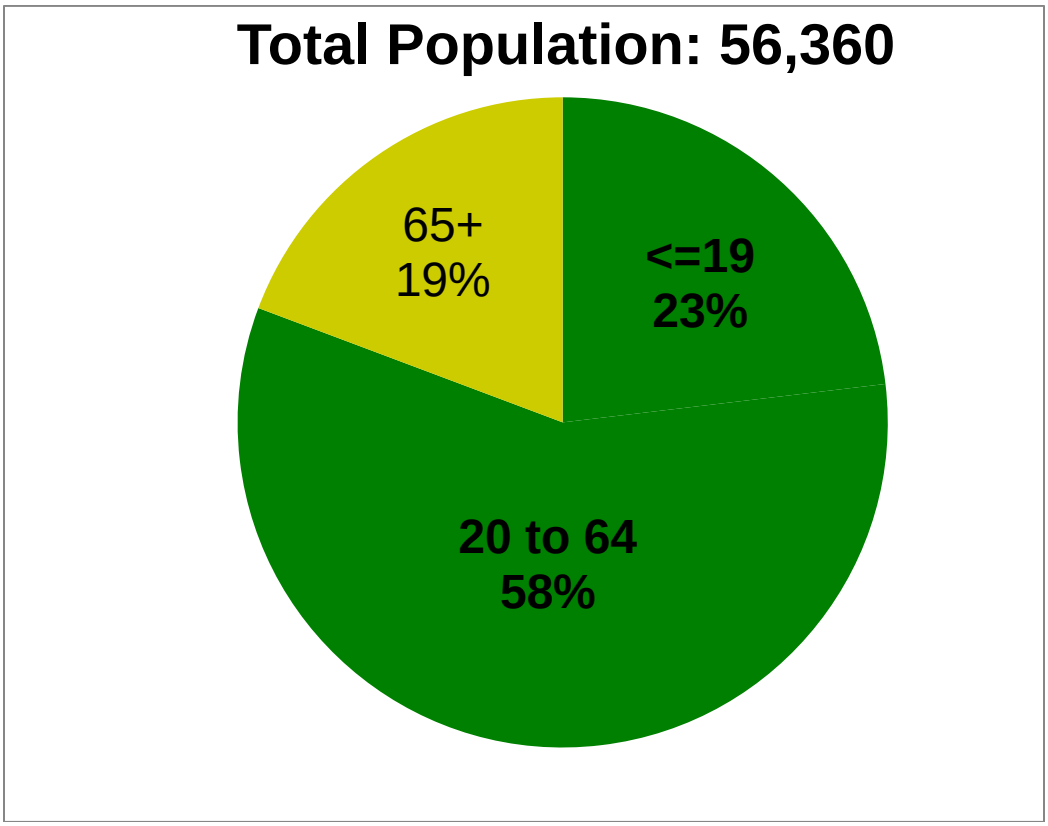
4. The Authority recognizes the need to improve broadband access in rural parts of the County by making WiFi hotspots available at community centers, fire and rescue stations, and other County or community owned facilities.

5. The Authority recognizes that the bandwidth available to the library system is insufficient. The national recommendation for libraries serving communities with a population of over 50,000 is 1 GB; The Authority will work to leverage e-Rate funding incrementally as a long-term priority to increase capacity at the library.

6. The Authority recognizes that the bandwidth needs for our schools is constantly growing and must keep pace with the national digital learning goal of 10 mbps per student. The Authority will work to leverage e-Rate funding incrementally as a long-term priority to increase capacity at the schools.

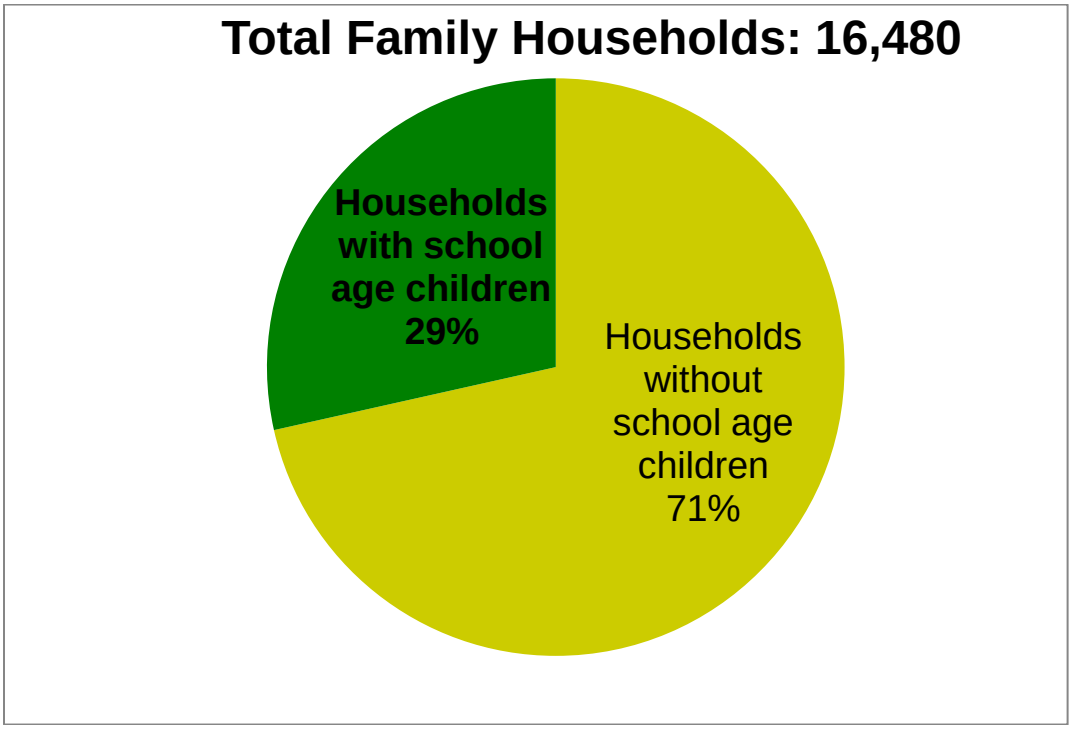
COMMUNITY PROFILE INFORMATION

1. Approximately 81% of the county's population are considered eager and willing to adopt technology.



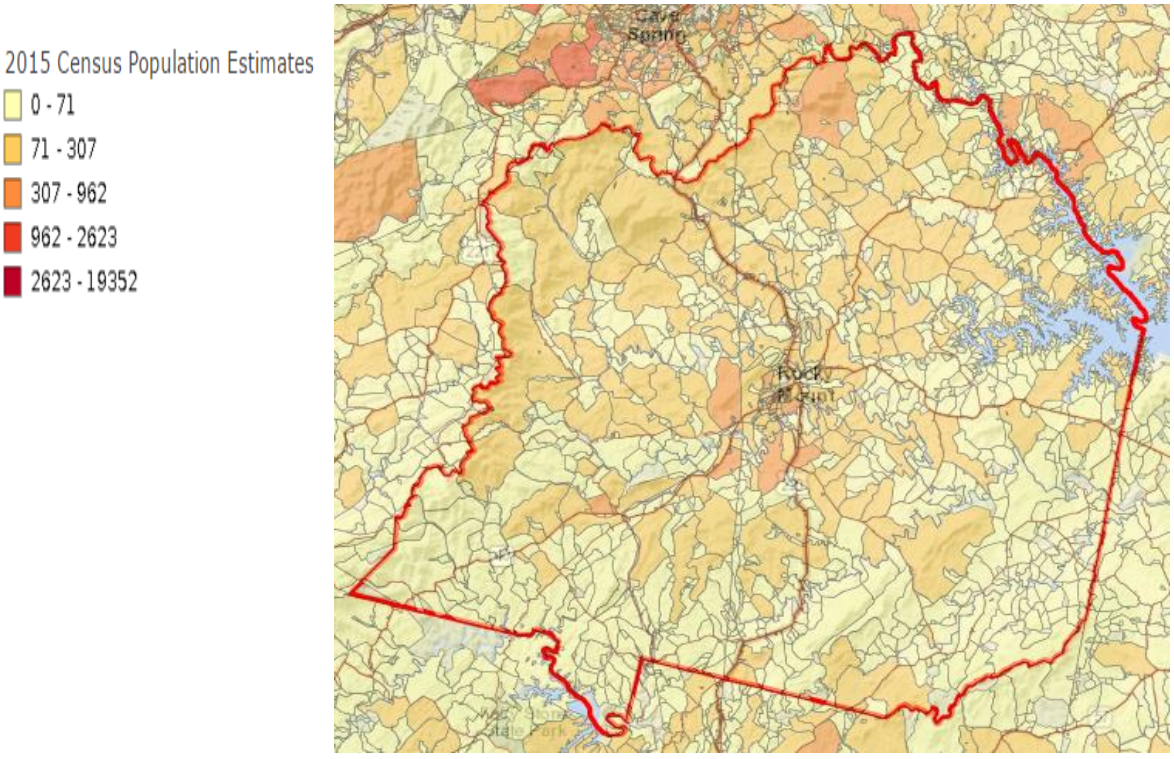
Source: U.S. Census Bureau

2. Nearly 30% of the County's family households need quality Internet access to support K-12 education.



Source: U.S. Census Bureau

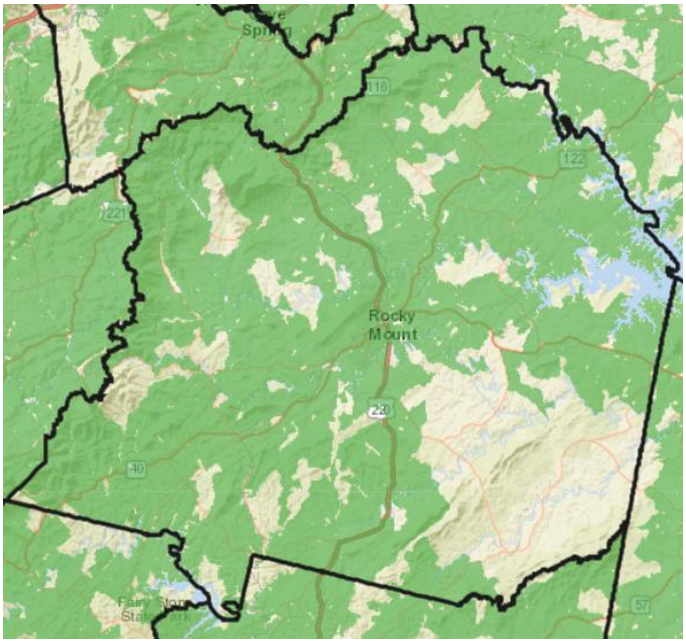
3. Population Density



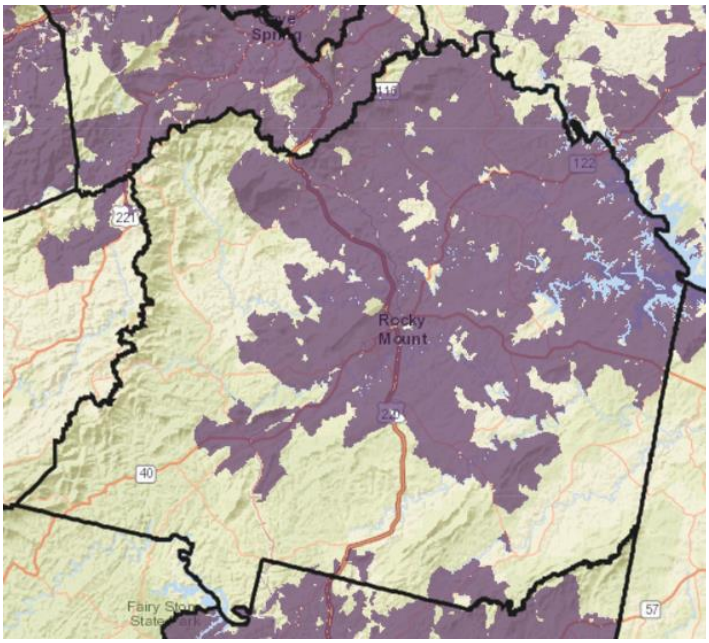
CURRENT REPORTED BROADBAND COVERAGE

Reported coverage maps by technology type.[1]

1. DSL Coverage

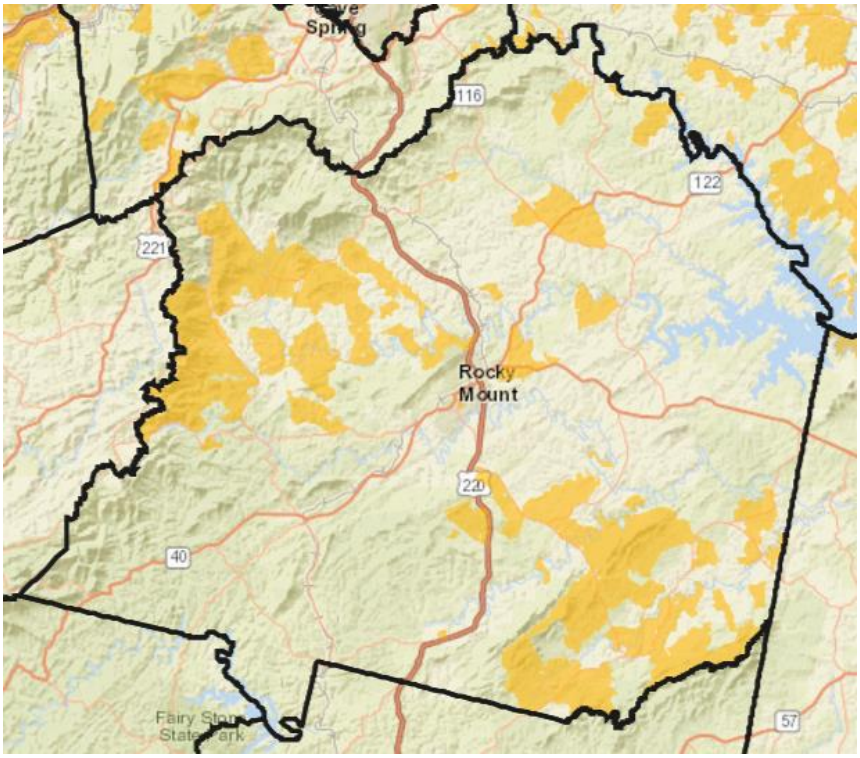


2. Cable Coverage

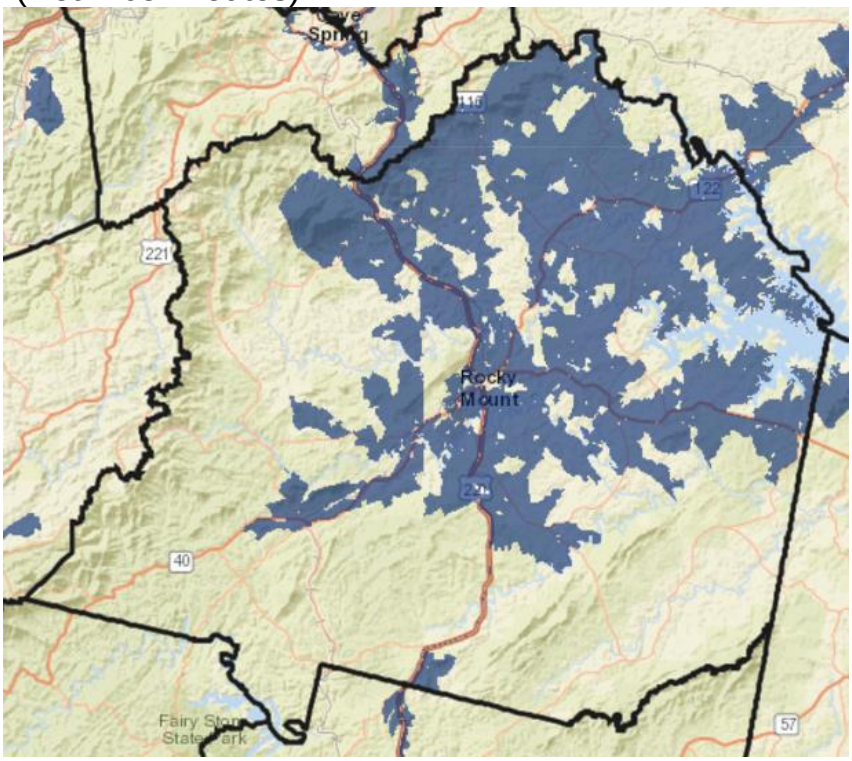


[1] Maps are based on FCC Form 477 data. A provider that reports technology deployment in a particular census block might not offer that technology throughout the census block. Hence, the coverage maps may be *overstated*.

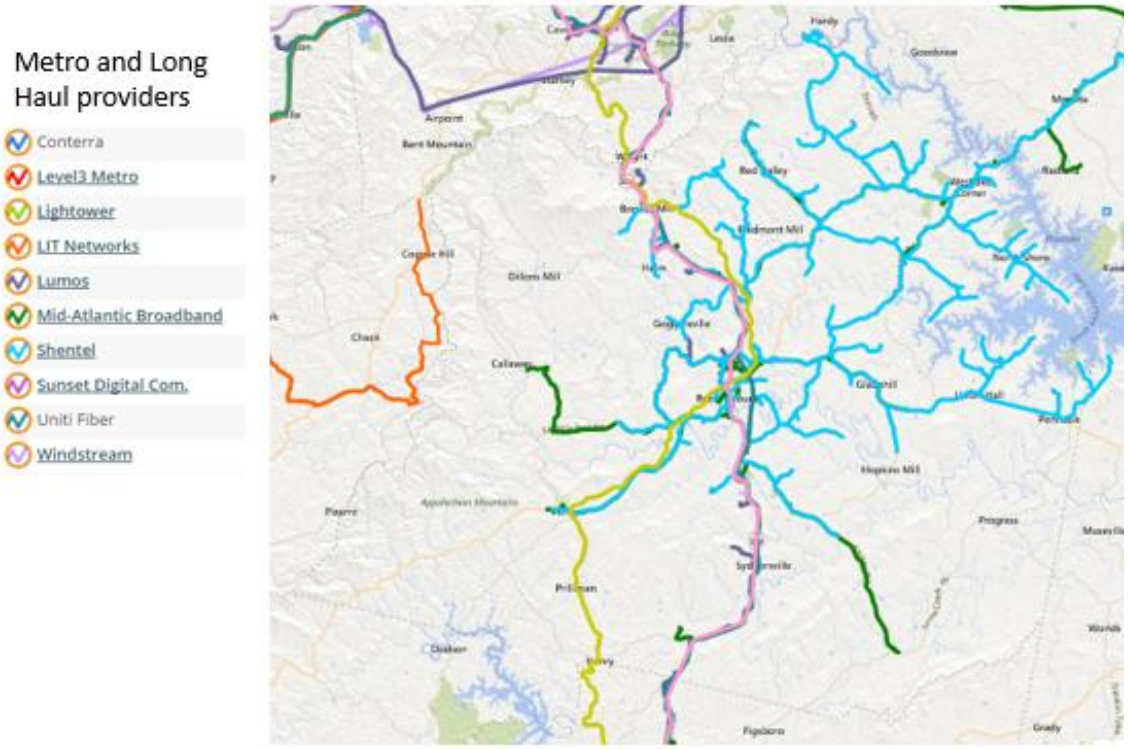
3. Fixed Wireless



4. Fiber Service (Not Fiber Routes)



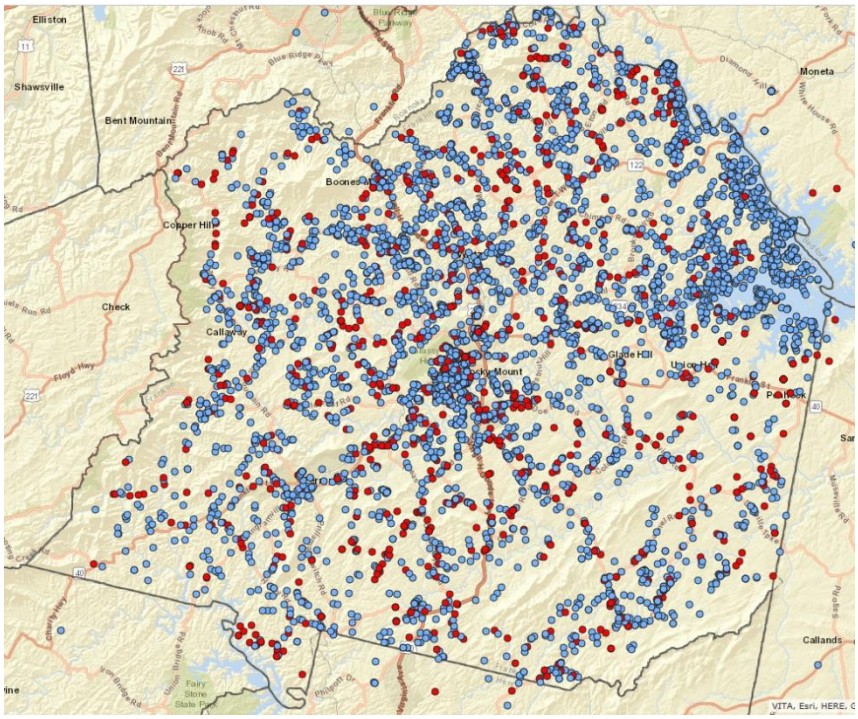
5. Commercial Fiber Routes



Above is a map of commercial fiber in the County as identified by CIT. This map may not be complete as some commercial providers do not share their fiber routes and is provided for informational purposes only.

BROADBAND DEMAND DATA

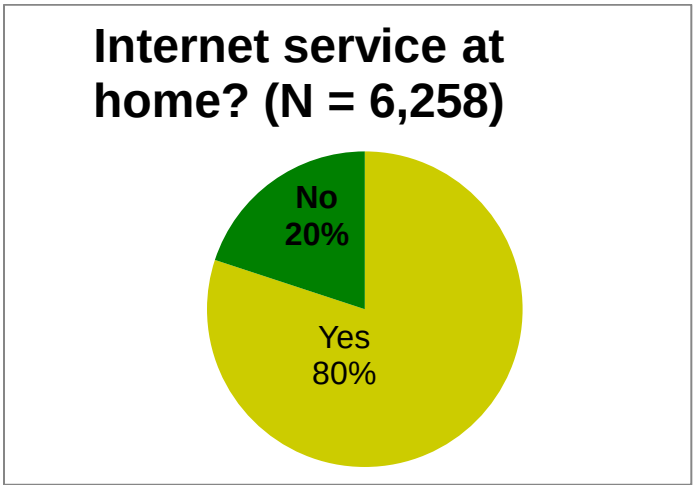
The Franklin County Broadband Needs Assessment Survey generated rich data with 6,258 responses that provides a confidence interval of 99% +/- 1.39% based on occupied households (23,248). This confidence measure implies that there is between 97.61% to 100% certainty that these results are representative across the county.



Blue = Service; Red =NO Service

1. **Residential demand is high.** Approximately **20%** of survey respondents have no home internet access.

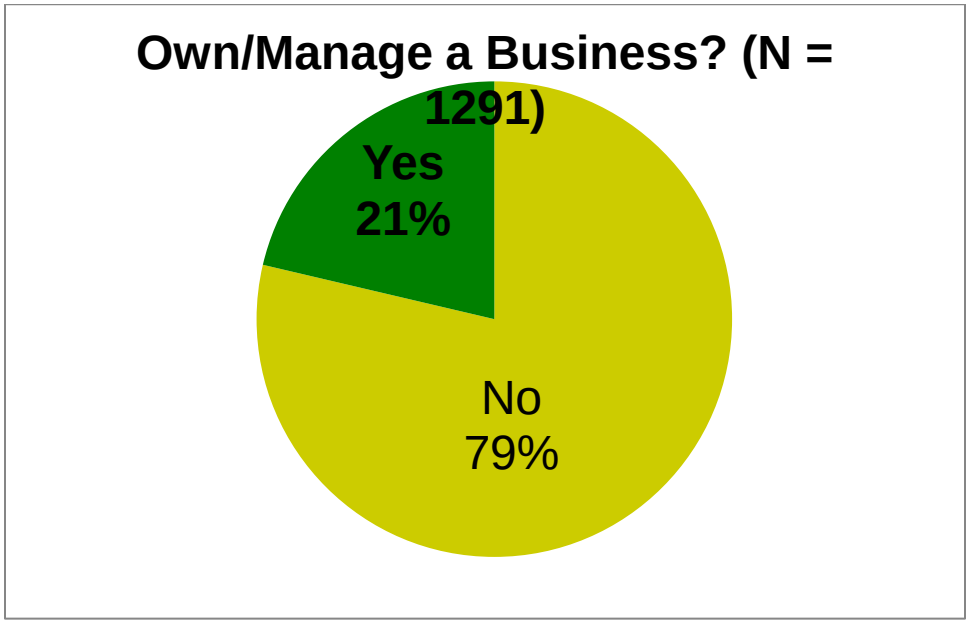
    a. 12% of survey respondents would work from home if they had better access



Source: Franklin County Broadband Needs Assessment Survey

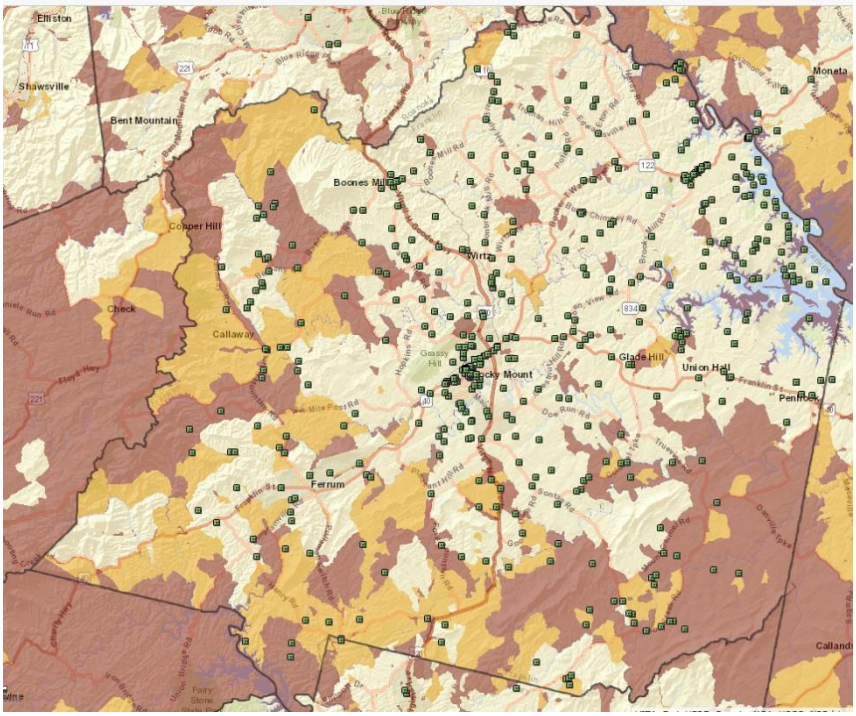
2. **Business demand is high.** Approximately 21% of respondents own or manage a business.

    a. About 90% of business respondents believe the internet is very important or critical.



Source: Franklin County Broadband Needs Assessment Survey

3. The following is a map of survey respondent business locations in the county.



Source: Franklin County Broadband Needs Assessment Survey

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

The Authority is willing to provide access to Authority-owned vertical assets, any telecom conduit/fiber, and other incentives, as listed below, on a funding contingent basis.

1. The Authority is prepared to share assets and provide incentives - when *funding contingent* - to expedite/facilitate deployments.

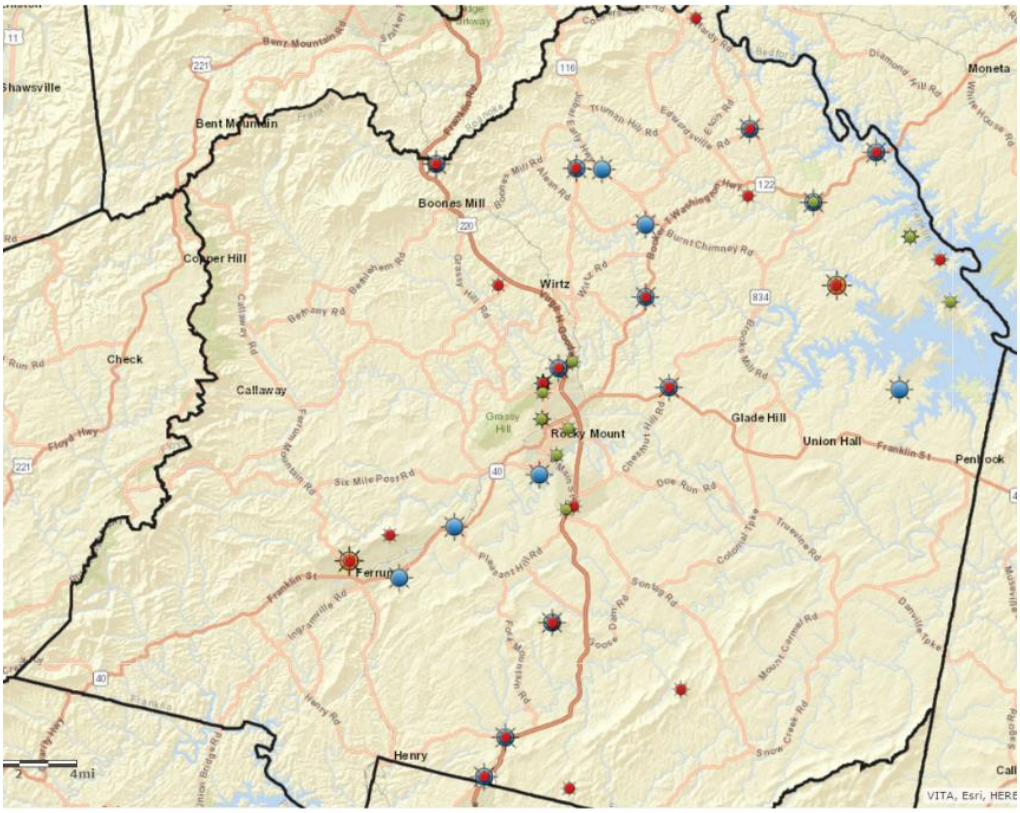
2. The Authority does *not* want to own and/or operate any private partner(s) network components.

3. The Authority is aware that streamlining administrative processes can speed up deployment. The Authority is willing to:

    a. Provide a single-point-of-contact for broadband infrastructure construction by the selected private partner(s).
    b. Waive, reduce, or defer local fees for permitting and construction of any broadband infrastructure by the private partner(s).
        i. The Authority has reviewed policies and ordinances in an effort to streamline any broadband infrastructure construction/deployment.
    c. Assist with public education and/or public relations leveraging County media relationships, and/or social media.

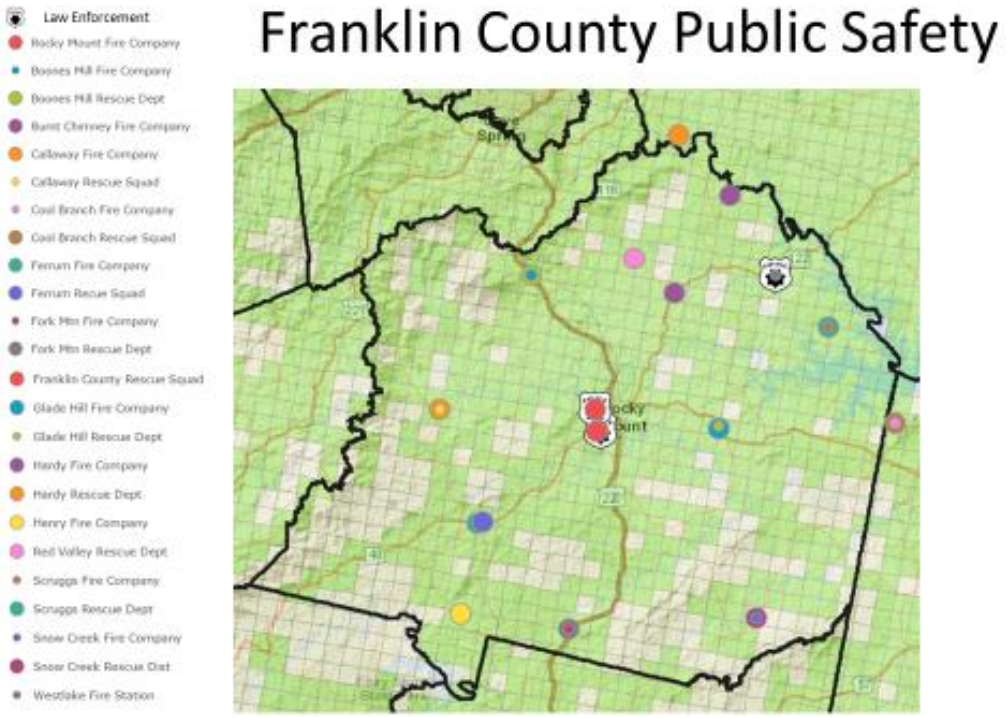
4. The Authority understands the importance of lower deployment costs. The Authority is willing to:
    a. Leverage ongoing or pending capital projects to take advantage of “Dig Once” opportunities that can reduce broadband infrastructure deployment costs.
    b. Consider assisting with deployment costs, funding contingent.
    c. Pursue any federal or state broadband funding opportunities to help offset the costs of broadband access and capacity expansion projects.

5. The Authority is aware of existing infrastructure/assets that might be useful to private partner(s). The Authority is willing to share the following assets:
    a. Existing vertical assets and /or Authority owned property for new vertical assets. (Data behind this map is available to selected private partner(s).)



Sources: Franklin County GIS, FCC (ASR & Cellular), and VML

b. The Authority will consider sharing space at fire and rescue stations for small towers or poles.[2]



Source: Franklin County GIS

[2] This map was produced in May 2017. Since then, new towers have been erected at Fork Mountain and Henry.

6. The Authority is prepared to leverage relationships with the owners of assets not owned, operated or controlled by the Authority to expedite/facilitate deployments.

7. The Authority is willing to provide anchor institutions to any private partner(s), dependent on current contractual status. The service provided to Authority facilities **must** be equal or better than current pricing and provide the required bandwidth to support county functions.

8. The Authority will work to leverage e-Rate funding incrementally as a long-term priority to increase capacity at the library.

9. The Authority will work to leverage e-Rate funding incrementally as a long-term priority to increase capacity at the schools.

10. The Authority is prepared to financially support increased availability of WiFi hotspots in rural areas of the County.

APPENDIX B: 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. Offerors may take exception to these terms but must provide clear, alternate language for them, in any exceptions taken, for Authority 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 bonafide 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 Franklin County/Franklin 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 Offerors 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 Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

(8) NO CONTACT POLICY: No Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of proposals. Any contact initiated by a Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Offeror 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 Franklin 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.
      a. 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.
      b. 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.
      c. 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.

d. 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.
e. 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 always 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.

APPENDIX C: REQUIRED DOCUMENTS - OFFEROR'S CERTIFICATION

After first being placed under oath, I hereby certify that I have authority to submit this proposal on behalf of the Offeror whose name appears above, that I am a principal of the Offeror, that the Offeror 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 Offeror furthermore agrees to be bound by all of the terms and conditions in the Franklin County Broadband Authority PPEA Policy, as amended. I acknowledge that the Offeror is authorized to transact business in Virginia, and neither the Offeror 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 Offeror:

_____ 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 #_____

_____

Offeror's or Offeror's Contractor's Virginia Class A General Contractor's License Number

_____

Offeror's or Offeror's Architects and Engineers Virginia Registration Numbers:

_____

Signature

_____

Printed/Typed Name

_____

Title (Principal of Offeror)

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 Offeror acknowledges receipt of the following addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

(Return this Form)