

**REQUEST FOR PROPOSALS/QUALIFICATIONS FOR PROFESSIONAL
PLANNING, ENGINEERING, DESIGN AND INSPECTION SERVICES FOR
NORTHERN NECK PLANNING DISTRICT COMMISSION
BROADBAND PROJECT**

The Northern Neck Planning District Commission (NNPDC) and the counties of Lancaster, Northumberland, Richmond and Westmoreland have been engaged in community broadband planning for more than four (4) years. A telecommunications implementation plan was developed and used as the basis of an application to the U. S. Department of Commerce in Round 2 of the broadband stimulus grant program under the American Recovery and Reinvestment Act of 2009. NNPDC has completed the due diligence portion of the application review and awaits notice of federal funding to implement a middle mile broadband network on the Northern Neck Peninsula.

The Northern Neck PDC requests proposals and qualification statements from firms experienced and qualified to conduct final planning, engineering, design and inspection services, if construction funding is received from NTIA. The respondents will be evaluated based on the following criteria: 1. Qualification of firm's staff. 2. Familiarity with broadband planning, design, engineering & inspection activities. 3. Capacity of firm to perform the work within limited time-frame. 4. Quality of performance in past and/or similar projects. 5. Knowledge and familiarity of firm's staff with NTIA's Grant procedures and requirements.

Six (6) copies of the proposals titled **NORTHERN NECK BROADBAND PROJECT** should be delivered or mailed to Jerry W. Davis, AICP, Executive Director, Northern Neck Planning District Commission, P.O. Box 1600, 457 Main Street, Warsaw, Virginia 22572 by Friday, September 17, 2010 at Noon. Firms interested in receiving a copy of the RFP/Q or who have questions should contact Mr. Davis at (804) 333-1900. The RFP/Q is also available at the Commission's website www.nnpdc.org. Local, minority-owned, and female-owned firms are encouraged to respond.

Richmond Times-Dispatch, August 27

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PROJECT DESCRIPTION/SCOPE OF SERVICES

The Northern Neck Planning District Commission (NNPDC) and the counties of Lancaster, Northumberland, Richmond and Westmoreland have been engaged in community broadband planning for more than four (4) years. Funded by a grant from the Virginia Department of Housing and Community Development (DHCD), a telecommunications implementation plan was developed and used as the basis of an application to the U. S. Department of Commerce in Round 2 of the broadband stimulus grant program under the American Recovery and Reinvestment Act of 2009. NNPDC has completed the due diligence portion of the application review and awaits notice of federal funding to implement a middle mile broadband network on the Northern Neck Peninsula.

The NNPDC project is a middle mile fiber core network consisting of 71 miles of new aerial and underground fiber interconnecting with existing fiber owned by private providers. The network operating center is to be located in Warsaw, additional network interconnection points will be constructed at each of the towers, and the network terminates in Kilmarnock. Three (3) wireless towers will be constructed and connected to the network to provide data backhaul for wireless providers to deploy broadband services to residents and businesses within reach. This project will provide last mile fiber connections to 96 community anchor institutions (schools, libraries, public safety, municipal and healthcare facilities) passed by the network throughout the four (4) counties.

As the Federal grant applicant, the NNPDC will retain ownership of the assets acquired under this project. The counties have formed a regional Broadband Authority as authorized under Virginia statute (Virginia Wireless Service Authorities Act) to oversee the broadband network management, governance and provide operation oversight. The Authority will also provide the project's matching funding. The Authority anticipates contracting for third party operation and maintenance of the network assets. Three private providers have expressed their intent to offer last mile services utilizing the NNPDC fiber and towers.

The Northern Neck PDC seeks a firm(s) to provide professional services associated with this project including but not limited to:

- Planning, engineering and design of the fiber optic network and towers, as well as the needed optical electronics (Proper Licensed Professional Engineer in charge and registration/certification is required)
- Provide required quality control inspection of construction

- Assist in negotiations with private provider partners that may wish to operate or provide services over the network
- Assist in developing governance policies for the network
- Assist in locating tower sites to maximize wireless coverage within the region
- Write and evaluate the responses from vendors to provide electronics and hardware (construction bid documents) associated with providing services
- For fiber optic infrastructure develop detailed outside plant designs include site surveys and make-ready assessments, background maps, strand and conduit maps, bill of materials, splicing details and as-built drawings
- Virginia Department of Transportation (VDOT) permitting and right-of-way management
- Addressing all required Environmental Matters and Assessments
- Assist in submitting documents required in association with the ARRA grant process

The NNPDC reserves the right to include in the contract of the successful respondent project management over the construction phase of the project including quality control inspection of the work and the development of such reports as are required under Federal grant requirements.

PROPOSAL CONTENTS

All respondents should submit a written Statement of Qualifications (SOQ) to include information about the respondent directly related to each of the selection criteria outlined herein. All information should be submitted succinctly. Proposals shall not include estimates of costs or man-hours to perform desired services.

The Response shall be organized as follows and will contain at a minimum the following items:

1. Letter of Transmittal:
 - Identify the submitting entity
 - Identify the name and title of the person authorized to contractually obligate the submitter
 - Identify the names, telephone numbers and emails for persons authorized to be contacted for clarification
 - Identify the name, title and telephone number of the person(s) authorized to negotiate the contract
 - Be signed by the person authorized to contractually obligate the entity
 - Acknowledge the receipt of any addendums and other correspondence

2. Team Overview/Company History:
 - Location from which project will be managed
 - Identify major subcontractors included in project team (if any)
 - Include resumes of key project personnel including their role in the project

3. Engineering, Design and Consulting Capabilities of Respondent:
 - Discuss project team's experience with planning, engineering and design of the fiber optic network and towers, as well as the needed optical electronics, including site surveys and make-ready assessments, background maps, strand and conduit maps, bill of materials, splicing details and as-built drawings. List professionals that would provide engineering, design and consulting services on this project that are authorized to provide the required professional services in Virginia (include VA PE numbers for each) and list their employer's name.
 - Discuss the project team's experience in providing required quality control inspection of construction
 - Discuss project team's experience in negotiating agreements with private provider partners that may wish to operate or provide services over the network
 - Discuss project team's experience in assisting in the development of governance plans and policies for the network
 - Discuss project team's experience in locating tower sites to maximize wireless coverage within the region
 - Discuss project team's experience in evaluating responses from vendors to provide electronics and hardware (construction bid documents) associated with providing services
 - Discuss project team's experience in addressing environmental matters including assessments and permitting of fiber projects
 - Discuss team's experience with road and railroad permitting and right-of-ways
 - Provide at least four business references for which respondent has provided the elements necessary for this project (delineate the extent and nature of the work in each case). Provide the firm name, mailing address, and a contact name for the reference.
 - Discuss the history of prior work with other named team members of respondent's team

4. Project Understanding:
 - Demonstrate a general understanding of the Northern Neck project and the issues with completion of the project in a timely and cost efficient manner.
 - Demonstrate a specific understanding of federally funded grant projects particularly the ARRA grant requirements and how those will impact the work flow, progress and other aspects of the project. Address ARRA reporting, procurement, administration, management and other project requirements
 - Provide a sample MS Project schedule indicating the likely workflows based on information provided in the study documents and available grant information.

5. Litigation, Legal and Insurance:
 - Respondent shall provide a discussion of litigation resulting from similar engagements. Failure to disclose any litigation may result in disqualification of the respondent's response.
 - Respondent should list current insurance coverages and amounts.

- Respondent should provide their Virginia Corporate ID number and explicitly state that they have legal standing to accomplish the required services in the Commonwealth of Virginia
6. Current Projects:
- Indicate your existing client work load and what projects you are committed to including project time frames.
 - Describe any potential conflicts and how your team manages multiple client priorities.
7. Northern Neck Project Issues:

SELECTION PROCESS

The Northern Neck Broadband Authority will serve as Selection Committee to review and evaluate all SOQ's submitted by firms responding to the RFP. The proposals will be evaluated and ranked based on the Selection Criteria outlined herein. The NNBA will ask the top ranked firms to attend a presentation/interview as part of the evaluation process. At the conclusion of the evaluation process the firms will be ranked in priority order with the highest ranking firm being selected and recommended to negotiate a contract with the Northern Neck PDC. If a contract satisfactory to both parties cannot be negotiated, the NNPDC will then enter into negotiations with the next highest ranking firm and so on until an agreement is reached.

SELECTION CRITERIA

The respondents will be evaluated based on the following criteria: 1. Qualification of firm's staff. 2. Familiarity with broadband planning, design, engineering & inspection activities. 3. Capacity of firm to perform the work within limited time-frame. 4. Quality of performance in past and/or similar projects. 5. Knowledge and familiarity of firm's staff with NTIA's Grant procedures and requirements.

EVALUATION CRITERIA

The NNBA evaluation team will assess each submitted proposal and rank the proposal according to the following points:

Team Overview	10 Points
Qualifications and Experience	15 Points
Engineering, Capabilities	10 Points
Design Capabilities	10 Points
Consulting Capabilities	5 Points
General Understanding of the Northern Neck Broadband Project	10 Points
General Understanding of the requirements of the ARRA grant process	10 Points
Responsiveness to the RFQ requirements	10 Points
Ability to Meet Project Requirements	10 points
References and Success on Similar Projects	10 Points

All of the requested information should be included in your response to the RFQ. The NNBA/NNPDC reserves the right to reject any and all proposals. NNBA/NNPDC also reserves the right to, at its sole discretion, request additional information from any and all respondents. While NNPDC intends to execute a contract for the professional services listed herein, it is not bound to do so and this document will not be interpreted as binding NNPDC to enter into an agreement with any Respondent. NNPDC reserves the right to enter into competitive negotiations with the firm determined to be in the best interest of NNPDC and such negotiations may include price, delivery and other terms and conditions. It is understood that NNPDC's ability to enter into an agreement is contingent on being awarded a grant from NTIA.

MISCELLANEOUS

A. Costs of Responding

All costs directly or indirectly related to preparation of a response to the RFQ or to interviews and presentations that may be required by NNBA to supplement or clarify a response shall be the sole responsibility of and borne by the respondent.

B. Inclusion of Response

The contract shall be prepared under the direction of NNPDC and shall incorporate the response to this RFQ. Failure of the respondent to accept this term may result in termination of the negotiations with respondent.

SUBMITTAL

Respondents should submit six (6) copies of the proposals titled **NORTHERN NECK BROADBAND PROJECT** to Jerry W. Davis, AICP, Executive Director, Northern Neck Planning District Commission, P.O. Box 1600, 457 Main Street, Warsaw, Virginia 22572 by Friday, September 17, 2010 at Noon. Local, minority-owned, and female-owned firms are encouraged to respond.

Special Terms and Conditions: Virginia Public Procurement Act

The following Special Terms and Conditions are required by the Virginia Public Procurement Act (§ 2.1-4300 et seq. of the Code of Virginia) and shall be included in any contract entered into under this RFP. By submitting a proposal, Offeror agrees to comply with the following should it be awarded the contract:

1. EMPLOYMENT DISCRIMINATION. During the performance of this contract, the Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment due to race, religion, color, sex, national origin, age or handicap, except where religion, sex, national origin or age is a bona fide occupational qualification reasonably necessary to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination disclosure.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this subsection.

2. DRUG FREE WORKPLACE. During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for 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 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 Contractor that 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.

3. ILLEGAL IMMIGRANTS. Contractor does not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the Federal Immigration and Reform and Control Act of 1986.

4. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA: SCC Identification Number (Note: This provision is applicable to all Offerors prior to the award of contract.) Offeror, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia. Contractor shall not allow its

existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the contract.

Any Offerer 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 the proposal its identification number issued by the Virginia State Corporation Commission. Any Offerer not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include a statement in the proposal describing why the Offerer is not required to be so authorized.

The Northern Neck Planning District Commission may void any contract with any Offerer that fails to remain in compliance with this section pursuant to Section 2.2-4311.2 of the Code of Virginia.

Special Terms and Conditions: American Recovery and Reinvestment Act of 2009

The following are Special Terms and Conditions to be used for procurements funded by the American Recovery and Reinvestment Act of 2009, and they shall be included in any contract awarded under this RFP. Please note that other special terms and conditions may be included on the contract when appropriate or as required by the Federal granting agency.

1. GENERAL. This contract is governed by the provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the “Recovery Act” or “ARRA”) and Federal Regulations and other guidance from the federal government implementing the Recovery Act (collectively, “Recovery Act Requirements” or “ARRA Requirements”), and the Contractor agrees that it will comply with all Recovery Act Requirements applicable to this contract. In the event of a conflict between the terms of this contract and the Recovery Act Requirements, the provisions of the Recovery Act Requirements shall be controlling. The Contractor acknowledges that these Special Terms and Conditions may require changes due to future revisions of the Recovery Act Requirements, and Contractor agrees that it shall comply with any such changes upon receipt of written notification from the NNPDC of such changes. Such changes will become a material part of the contract without the necessity of either party executing an amendment to this contract. Contractor also agrees that it will provide all information and documentation required by the NNPDC in order to comply with the Recovery Act Requirements. Contractor agrees that, to the extent ARRA Requirements conflict with Commonwealth of Virginia requirements, the ARRA Requirements shall control.

2. D-U-N-S® NUMBER. Contractor shall provide the NNPDC with their unique Dun & Bradstreet Data Universal Numbering System D-U-N-S® number prior to award.

3. JOB CREATION AND RETENTION. Contractor shall provide to the NNPDC quarterly reports on jobs created or retained by the Recovery Act. Jobs funded with non-Recovery Act

funds will not be counted unless they will be reimbursed by Recovery Act funds. Jobs funded partially with Recovery Act funds will only be counted based on the proportion funded by the Recovery Act. The estimated number shall be expressed as full-time equivalent (FTE), dividing the hours worked in the reporting quarter (i.e., the most recent quarter) by the hours in a full-time schedule (as defined by the Contractor in accordance with its customary full time definition) in that quarter. The Contractor shall provide each report to the NNPDC no later than ten business days before the end of each calendar quarter.

The reporting and calculation methods are subject to change in accordance with any changes in guidance from the Federal Government, and the Contractor is expected to comply with any such changes conveyed to them by the NNPDC.

The Contractor shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work.

DESCRIPTION OF THE TYPES OF JOBS CREATED OR RETAINED

4. AUDITING. The Contractor shall retain all books, records, and other documents to this contract for five (5) years after final payment. Section 902 of the American Recovery and Reinvestment Act of 2009 provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
- (2) interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the Recovery Act with respect to this contract, which is funded with funds made available under the Recovery Act. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Additionally, Section 1515(a) of the Recovery Act provides authority for any representatives of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 to examine any records or interview any employee or officers of the Contractor or its subcontractors working on this contract. The Contractor is advised that any representatives of an appropriate Inspector General appointed under Section 3 or 8G of the Inspector General Act of

1978 have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

The NNPDC shall have, in addition to any other audit or inspection right in this contract, all the audit and inspection rights contained in this section.

5. BUY AMERICAN. Section 1605 of the Recovery Act prohibits use of recovery funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. The law requires that this prohibition be applied in a manner consistent with U.S. obligations under international agreements, and it provides for waiver by the head of the federal agency awarding the ARRA funds under three circumstances:

(a) Iron, steel, or relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(b) Inclusion of iron, steel, or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or

(c) Applying the domestic preference would be inconsistent with the public interest.

(d) BTOP limited waiver. Pursuant to 74 FR 31410, July 1, 2009), the following is not subject to the Buy American requirement:

1. Broadband Switching Equipment

2. Broadband Routing Equipment

3. Broadband Transport Equipment

4. Broadband Access Equipment

5. Broadband Customer Premises Equipment and End-User Devices

6. Billing/Operations Systems

Note: This limited waiver does not include fiber optic cables, coaxial cables, cell towers, and other facilities that are produced in the United States in sufficient quantities to be reasonably available as end products.

6. WAGE RATE REQUIREMENTS.

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by Contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct entities concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts that that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

7. REPORTING REQUIREMENTS. Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit a report to the federal government containing information on the use of ARRA funds no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, Contractor agrees to provide the NNPDC with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required by the NNPDC to comply with ARRA reporting requirements. Section 1512 of ARRA, its implementing regulations (2 CFR §176.50), guidance provided by the White House Office of Management and Budget and the terms of the ARRA grant that provides funds for this contract provide guidance on what information must be reported.

8. SUBCONTRACTOR FLOW-DOWN REQUIREMENTS. Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

9. PROTECTING STATE AND LOCAL GOVERNMENT AND CONTRACTOR WHISTLEBLOWERS.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.)