



**ORANGE COUNTY BROADBAND AUTHORITY  
Dedicated Internet Access Services (DIA)**

**RFP# 2021-01 OCBA  
Issued: July 2, 2020**

The Orange County Broadband Authority (OCBA) will accept responses until **2:00PM EST on July 31, 2020**, digitally to Amanda Amos [aamos@orangecountyva.gov](mailto:aamos@orangecountyva.gov). The file should be in PDF format and shall not exceed 15 megabytes. Hard copies will not be accepted.

**INQUIRIES:** Any questions which may arise as a result of this Request for Proposal (RFP) must be submitted on the attached Question Form to Amanda Amos, Procurement Coordinator, at [aamos@orangecountyva.gov](mailto:aamos@orangecountyva.gov). Contact initiated by an offeror concerning this RFP with any other County or OCBA representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

<b>PLEASE COMPLETE THE FOLLOWING INFORMATION:</b>
Complete Legal Name of Firm:
Address:
Federal Tax ID Number:
Signature of Authorized Representative:
Name & Title:
<b>Please provide the primary contact person for questions relative to this project:</b>
Contact Name & Title:
Phone:
E-mail:

The respondent has the sole responsibility to identify and describe the services it proposes. Respondents should take into account that not only the content but also the form and clarity of their response. If the Authority cannot determine what is being proposed, it is likely to reject the response. All information should be submitted in an organized, easy-to-understand manner. The right is reserved, as the interest of the Authority requires, to revise this document prior to the due date and postpone the due date. Such revisions will be announced by written addenda. The Authority will reject proposals received after the date and time of closing and return them to the offeror unopened. Timely submission of proposals is the sole responsibility of the respondent. The OCBA reserves the right to reject any and all proposals, to waive informalities, and to negotiate with the successful respondent(s). If the Authority closes its offices due to inclement weather scheduled receipt of responses will be extended to the next business day, same time.

***RETURN THIS PAGE WITH RESPONSE***

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**I. Introduction**

- a. Orange County Broadband Authority invites qualified firms, referred to herein as “Contractor” and/or “Offeror”, to submit digital proposals for Dedicated Internet Access Services (DIA). *This procurement shall utilize competitive negotiation.*
- b. Any communications pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications referred to this solicitation must be made in **writing** to:
  - i. Amanda Amos, Procurement Coordinator  
County of Orange, Virginia  
P.O. Box 111  
Orange, VA 22960  
E-mail: aamos@orangecountyva.gov

**II. Background**

- a. The Orange County Broadband Authority, referred to herein as “Authority”, “OCBA” and/or “Owner”, is located in Central Virginia at the foothills of the Blue Ridge Mountains. The Authority serves an area of 355 square miles with a population of approximately 36,000.
- b. The Authority oversight consists of a five (5) member Board.
- c. The Offeror’s principal contact with the Authority will be the Broadband Program Manager.
- d. The Orange County Broadband Authority currently has approximately fifty-five (55) miles of fiber installed connecting all Orange County Public Schools (OCPS), majority of Orange County Government (OCG) facilities and in process of connecting seven (7) critical Public Safety facilities with fiber to transport radio traffic for the new Public Safety P25 capable land mobile radio system. The fiber along with microwave communications will provide redundant connections for each site to reduce outages while being used to protect our first responders and citizens.
- e. On May 22, 2019, Orange County Broadband Authority (OCBA) launched an on-line broadband availability survey to help determine where service is and isn’t to improve internet service to our residents and businesses in Orange County. As of April 22, 2020, over 980 people have weighed in and 92% say they are dissatisfied with their current connection. Only 7.5% of people have internet speeds of greater than 25 megabits per second and satisfied with service, and 28% say they do not have any internet at all.
- f. Based on our recent broadband survey results, The Orange County Broadband Authority authorized staff to build the capabilities necessary to provide high-speed internet service to residents and businesses that don’t have broadband access. Currently staff is developing a Broadband Master Plan to connect

citizens and businesses in the unserved areas of Orange County. The plan should be completed approximately with the next sixty (60) days. Depending on funding will determine the construction schedule to connect citizens and businesses.

### III. Purpose

- A. The Orange County Broadband Authority (OCBA) is seeking qualified Internet Service Providers (ISP) to submit digital proposals providing Dedicated Internet Access (DIA) services for use by the OCBA to provide internet services to its subscribers. The purpose of this Request for Proposal (RFP) is to offer prospective Proposers the opportunity to demonstrate their solutions to meet the day-to-day and long-term operational needs of the OCBA network. OCBA is interested in exploring all reasonable and viable proposals for its network to best serve the communications needs of its subscribers.
- B. The OCBA network will be multihomed to the internet and we plan to select multiple qualified providers to provide DIA service in order to receive full-time connectivity and announce one or more routing prefixes by at least two upstream ISPs.
- C. The OCBA plans to utilize Border Gateway Protocol (BGP) as the routing protocol to route traffic across the Internet and advertise IPv4 and IPv6 addresses.
- D. This RFP is not intended to limit a potential firm's creativity in suggesting ideas to accomplish the goals of the OCBA. Innovative ideas, new concepts and arrangements will be considered and welcomed.

### IV. Scope of Work

The OCBA is seeking proposals from firms to provide bidirectional 10G (10,000 Mbps) internet services throughout to the OCBA equipment rack located at Equinix Culpeper IBX:CU4, 18155 Technology Drive, Culpeper, VA 22701. OCBA also has the option to connect to the Equinix Facility in Ashburn, Virginia via protected Metro E Connection (Equinix Metro Connect). Tasks may include but are **not limited to**:

- A. Vendor must include all jumpers, cabling and connectors required to provision and maintain the Service over the duration of the contract.
- B. Provide a current network map including peering points.
- C. All connector types are to be determined prior to award of contract.
- D. Service must support full BGP peering.
- E. Service must be available at full capacity without errors a minimum of 99.9% of the time during each calendar month.
- F. OCBA currently has IPv6 addresses and is in the process of acquiring IPv4/24 block of addresses. In the meantime, the vendor will need to provide an IPv4/24 range of continuous IP addresses.

- G. Where applicable, all equipment shall be UL listed, FCC approved and registered, meet State and Federal fire codes, electrical codes and REA standards. All equipment furnished by the vendor shall be manufactured, assembled, installed and tested in accordance with but not limited to the following current industry standards and be considered minimum requirements:
- The American National Standards Institute (ANSI)
  - The Institute of Electrical and Electronic Engineers (IEEE)
  - The National Electrical Manufacturer's Association (NEMA)
  - Insulated Power Cable Engineers Associates (IPCEA)
  - The National Electrical Code (NEC)
  - The Telecommunications Industry Association (TIA)
  - The Electronics Industry Association (EIA)
  - Building Industry Consulting Service International (BICSI)
  - Underwriters' Laboratories (UL) *where applicable*
- H. All work shall be accomplished in strict conformity with all laws and ordinances applying to the operation under this contract, including the latest regulations of all municipal and other public authorities having jurisdiction and state electrical codes. Installation shall also meet the standard requirements of National Electrical Code (NEC), Occupational Safety and Health Administration (OSHA) and the Nation Fire Protection Associations (NFPA). The successful respondent will be held to complete all work necessary and provide all equipment required to comply with the foregoing without extra compensation.
- I. The service provider is responsible for installation, surveillance, security, maintenance and operation of its equipment and infrastructure on its side of the mutually agreed upon demarcation point, which is to be determined prior to award of contract.
- J. The successful respondent must provide full support and complete coordination between the OCBA staff and subcontractors, and all other pertinent entities in making the service fully operational.
- K. The successful respondent must provide OCBA with all information necessary to ensure the service functions as required with all connected OCBA equipment at the point of demarcation.
- L. The OCBA may upgrade their service with the service provider prior to the completion of the contract term without early termination charges.
- M. The OCBA equipment supports single mode fiber 10 Gigabit Ethernet fiber interfaces.

**V. Quality of Service**

- A. **Latency:** Specify the maximum guaranteed latency across the proposer's backbone network.
- B. **Packet Loss:** Specify the maximum guaranteed packet loss across proposer's backbone network.

- C. **Availability:** Specify the service level offered as a percentage of time when the service is available and the maximum period of total outage before remedies are activated.
- D. **Remedies:** Specify financial remedies to OCBA for each event that the service levels of quality of service and availability are not maintained.
- E. **Service Level Agreement:** Include current Service Level Agreement for your service.
- F. **Network Operations Center (NOC) Schedule:** Include a statement that the proposer's NOC provides 24x7 coverage, including monitoring of termination equipment.
- G. **Access to Technical Staff:** Detail the procedures by which selected technical personnel from OCBA will have access to the proposer's technical staff. Specify the level of assistance that will be provided to the OCBA technical staff to resolve various malicious network activities such as, but not limited to Denial of Service attacks (DoS).
- H. **Notification:** Describe how OCBA will be informed of problems with the network, scheduled outages and upgrades. The proposing ISP must provide at least 72 hours advance notice of any configuration of maintenance performed that might affect services provided.
- I. **Escalation Procedure:** Outline a detailed escalation process to ensure resolution of problems that are not corrected quickly.

## VI. Installation

**Time for Installation:** Specify the guaranteed elapsed time from date of award to date of installation.

## VII. Proposal Format

The Owner will follow the evaluation process and selection criteria described in this solicitation. In order to provide each Offeror an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal **must** contain the following elements organized into separate sections, as the Offeror may deem appropriate.

The Owner is **not** responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format.

The purpose of this section is to provide the Owner with an overview of the Offeror's firm and demonstrate the qualifications of the staff the Offeror will assign to the contract if selected. At a **minimum**, each Offeror should include the following:

- a. Table of Contents – All pages are to be numbered.
- b. Introduction- that confirms the Offeror's understanding of this solicitation and understanding of the scope of work. The introduction should also include any unique or unusual capabilities of the firm and describe any unusual or unique capabilities, experience, tools, or perspective the offeror has related to the scope of work.
- c. Subcontractors - Clearly state whether the Offeror is proposing to subcontract any of the work herein. The names of the sub-consultants shall be provided and

by proposing such firm(s) or individuals, the Offeror assumes full liability for the sub-consultant's performance. Additionally, the Offeror shall state the amount of previous work experience with the sub-consultant(s).

- d. Response to Scope of Services –The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”. The final scope of services is subject to change.
- e. Pricing- Offerors should clearly represent their pricing structure for both the Customer Interface Services and Fiber Network Operation Support Services
- f. References –Provide a minimum of three (3) references, who could attest to the Offeror's past performance to provide services similar to those required for the contract. The list should include contact persons, telephone numbers, and e-mail addresses.
- g. Appendices – Additional information is optional for Offerors who wish to submit additional material that will clarify their response.
- h. Relationships- Discuss the Offeror's ability to work in harmonious, non-adversarial relationships with the Authority.

**State Corporation Commission Requirement:**

Offerors submitting as corporations must be licensed through the Virginia State Corporation Commission as corporations authorized to do business in Virginia.

The Owner reserves the right to make such additional investigations as it may deem necessary to establish competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the Orange County Broadband Authority, the Owner reserves the right to reject the proposal.

**VIII. Submittal Instructions**

- a. Each Offeror shall submit a digital PDF file that shall not exceed 15 megabytes to [aamos@orangecountyva.gov](mailto:aamos@orangecountyva.gov)
  - i. An authorized representative of the Offeror shall sign proposals. All information requested in this solicitation should be submitted. Failure to submit all information requested may result in the proposal being deemed non-responsive. Proposals which are deemed non-responsive, incomplete, or lack key information may be rejected in full by the Owner.
  - ii. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph of the corresponding section of the RFP. It is also helpful to repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within

any of the requirements of the RFP should be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

**IX. Evaluation & Selection Criteria**

- a. All proposals received shall be evaluated based upon the evaluation criteria listed below.

The Offeror’s demonstrated capabilities and experience to provide Dedicated Internet Access Services (DIA)	25%
The Offeror’s availability to the OCBA	25%
Offeror’s Financial Stability	20%
Pricing	25%
References	5%

- b. The Owner may arrange for discussions with Offerors submitting proposals for the purpose of obtaining additional information or clarification if needed.
- c. The Owner may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to perform the work.

**X. Proposed Timeline**

- a. Request for Proposal issued July 2, 2020
- b. Proposals due by July 31, 2020
- c. Selected Firm/s Interviewed (Approximately) August 6, 2020
- d. Contract Award (Approximately) August 18, 2020

**XI. Contract Award**

- a. Awards shall be made to as many Offerors as deemed necessary to fulfill the anticipated requirements of the Owner. If the Orange County Broadband Authority is unable to come to an agreement with the most highly qualified Offeror during negotiations, the negotiations will be terminated, and the Offeror ranked second shall be selected for negotiations.
- b. The contract term shall be determined during the negotiation phase. If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Customer, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to Vendor, without future obligations, liabilities, or penalties to Vendor, except for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

## APPENDIX A: General Conditions and Instructions to Bidders/Offerors

Offeror: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Orange County Purchasing Agent unless otherwise specified. The Orange County Purchasing Agent is responsible for the purchasing activity of the Orange County Broadband Authority. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contracts for the Orange County Broadband Authority, a political authority in the Commonwealth of Virginia. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the Bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error. Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Purchasing Agent will bind Bidders/ Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY:** The Orange County Broadband Authority purchasing system shall operate under the direction and supervision of the County Administrator, who shall be the Purchasing Agent for the Authority. In the discharge of these responsibilities, the Purchasing Agent may delegate the administrative purchasing responsibility to a responsible subordinate, upon approval of the Orange County Broadband Authority. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
  2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the Financial Management Specialist whose name appears on the face of the solicitation no later than seven (7) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Financial Management Specialist. Notifications regarding specifications may not be considered if received in less than seven (7) business days of the date set for opening of bids/receipt of proposals.
4. **Mandatory Use of Owner Form and Terms and Conditions:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the

Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.

5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:** Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches Procurement by the designated date and hour.
  - a. The official time used in the receipt of bids/ proposals is that time on the clock in the Finance Department.
  - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
  - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
  
6. **IDENTIFICATION OF PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from disclosure, the Offeror must specifically invoke the protections of Sec. 2.2-4342, Code of Virginia, 1950, as amended, or other applicable statute, prior to or upon submission of the trade secrets or proprietary information. The Offeror must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information, and must state the reasons why protection is necessary.
  - a. Any Offeror shall identify a trade secret or proprietary information by clearly stating "Trade Secret" or "Proprietary Information" adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The Offeror shall state the reasons why protection is necessary on a separate page of the proposal.
  - b. Any Offeror shall not identify as a trade secret or proprietary information those sections of the proposal that are material to Orange County's ultimate award of the contract.
  - c. The County reserves the right to contact an Offeror and to request that the Offeror explain or clarify why the Offeror identified certain information as a trade secret or as proprietary information.

- d. Any Offeror shall not identify as trade secret or proprietary information their complete proposal.

**7. WITHDRAWAL OF BIDS/PROPOSALS:**

- a. Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
  - i. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Financial Management Specialist, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.
- c. No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another Bid/Proposal of the same Bidder/Offeror or of another Bidder/Offeror in which the ownership of the withdrawing Bidder/Offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Bidder/Offeror who, is permitted to withdraw a bid/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 is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

- 8. ERRORS IN BIDS/PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the Bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

- 9. Identification of BID/Proposal Envelope:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**Addressed as indicated on page 1**  
**IFB/RFP Number**  
**Title**  
**Bid/proposal due date and time**

- i. If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened

and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

10. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
11. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
12. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on [www.orangecountyva.gov](http://www.orangecountyva.gov) for a minimum of 10 days from award date.
13. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
14. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
15. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
16. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by Orange County or the Orange County Broadband Authority, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by Orange County, the Orange County Broadband Authority or any agency, public entity/locality or authority of the Commonwealth of Virginia.

17. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in 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 bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/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.
18. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Financial Management Specialist, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Finance Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

## **SPECIFICATIONS**

19. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
20. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted, and the bidder will be required to furnish articles in conformity with that specification.
21. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the

specifications.

- a. The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

22. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

## **AWARD**

23. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to an RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many Bidders/Offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.

24. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Financial Management Specialist will publicly post such notice on the Orange County Website at [www.orangecountyva.gov](http://www.orangecountyva.gov).

25. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

26. **NEGOTIATION WITH LOWEST RESPONSIBLE BIDDER:** Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the public body

may negotiate with the apparent low bidder to obtain a contract price within available funds.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Orange County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to the Code of Virginia. If no Owner or Commonwealth choice is available, the tie shall be decided by lot.

## **CONTRACT PROVISIONS**

28. **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 Orange County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **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.
30. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, Bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
31. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Orange County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
32. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the department responsible for initiating the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - b. Any payment terms requiring payment in less than 30 days will be regarded as

requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

**33. PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:

- a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

**34. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.

**35. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to and other remedies which the Owner may have.

**36. ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and those applicable Sections of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

37. In every contract over \$10,000 the provisions in A and B below shall apply:
- 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, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - 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 enough for the purpose of meeting the requirements of this Section.
  - b. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
38. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the department address requesting the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number and must have the department heads approval.
39. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- a. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
    - i. By mutual agreement between the parties in writing; or
    - ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or

- iii. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Procurement within thirty (30) days from the date of receipt of the written order from Procurement. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors as applicable.

40. **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 there from, 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.

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

42. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance 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.
- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
  - b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled as of the first day of that subsequent fiscal year.
43. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall

be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a Bidder, Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder, Offeror or Contractor must invoke the protections of that section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

**44. USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS:** Bidders are advised that all resultant contracts will be extended, with the authorization of the Bidder, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Orange Owner acts only as the “Contracting Agent” for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid/proposal.

- a. It is the awarded vendor’s responsibility to notify the jurisdictions and political subdivision of the availability of the contract.
- b. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- c. Orange Owner shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

**45. 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 the right to examine any of said materials during said period.

**46. LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are “Hazardous Substances” as defined by Article 3.1-250 of the Code of Virginia (1950), as amended, or Article 1261 of Title 15 of the United States Code, then the Bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under

this contract shall be properly labeled as required by the forgoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Article 3.1-252 of the Code of Virginia or Title 15 USC, Article 1263.

47. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or contract offered. Failure on the part of the Bidder to submit such data sheet may be cause for declaring the bid as non-responsive.
48. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the Purchasing Agent. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Agent the names, qualifications and experience of their proposed subcontractors. Notwithstanding any approval by the Owner permitting subcontracting 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.
49. **PROTECTION OF PERSON AND PROPERTY:** The Contractor expressly undertakes both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
  - b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
  - c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
  - d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by paragraph 35, of the General Terms and

Conditions.

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

#### **DELIVERY PROVISION**

51. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
52. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
53. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount of fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
54. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by Procurement when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time

of delivery from that specified must be approved by the Procurement Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.

55. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

56. **REPLACEMENT:** Materials or components that have been rejected by Procurement, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.

57. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

- a. Purchase Order Number,
- b. Name of Article and Stock Number,
- c. Quantity Ordered,
- d. Quantity Shipped,
- e. Quantity Back Ordered,
- f. The Name of the Contractor.

i. Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BIDDER/CONTRACTOR REMEDIES**

58. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by Orange Owner, shall submit such protest in writing to the Owner Administrator (if the award or decision to award was made by Orange County (if the award or decision to award was made by Orange County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected Bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The Owner Administration shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the Bidder/Offeror appeals within ten (10) days of the written decision by instituting legal action. Nothing in this paragraph shall be construed to permit an Offeror to challenge the validity of the terms or conditions of the solicitation.

59. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Owner Administrator (if the claim is against Orange County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file

such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the Board of Supervisors (if the claim is against Orange County Government) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

## Appendix B: Insurance Checklist

Items marked “X” are required to be provided if award is made to your firm.

Required	Coverage Required	Limits of Liability (Denotes minimums)
X	<b>Worker’s Compensation</b> and Employers’ Liability; Admitted in Virginia Employers’ Liability All States Endorsement Voluntary Compensation Endorsement Best’s Guide Rating-A-VIII or better, or its equivalent	Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory
X	<b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best’s Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X	<b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End Best’s Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Prof. Errors and Omissions Best’s Guide Rating-A-VIII or better, or its equivalent	\$1,000,000 Limit Ea. Occurrence
	Garage Liability	\$1,000,000 CSL Ea. Occurrence
	Garage Keeper’s Legal Liability Best’s Guide Rating-A-VIII or better, or its equivalent	Maximum Value of One Vehicle Maximum Value of All Vehicles Held by Contractor
X	Umbrella Liability Best’s Guide Rating-A-VIII or better, or its equivalent.	\$1,000,000
	Other Insurance:	
X	“Orange County Broadband Authority 112 W. Main Street, P.O. Box 111 Orange, VA 22960” named as an additional insured on Auto and General Liability Policies. (This coverage is primary to all other coverage the Authority may possess and must be shown on the certificate.)	
X	30 day written cancellation notice required, 15 day cancellation notice required for non-payment to Orange, owner– Ref. Code of Virginia Section 38.2-231. <b>Also, the words “endeavor to” and “failure to mail such notice” clause shall be removed from the cancellation notice.</b>	
X	The Certificate must state Bid/RFP No. and Bid/RFP Title.	
X	Contractor shall submit Certificate of Insurance within five business days from notification of award.	

**We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.**

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RETURN THIS PAGE**

**Appendix C: Non-Collusion Statement**

The party making the foregoing quote hereby certifies that such quote is genuine and not collusive or sham; that said bidders has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or of any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By signing this quote, the undersigned certifies that this person/firm/corporation is not currently barred from bidding on contracts by any agent of Orange County of the Commonwealth of Virginia or the Orange County Broadband Authority. Offeror also certifies by signing this quote that no conflict of interest exists between Contractor and the Owner that interferes with fair competition and no conflict of interest exists between Contractor and another person or organization that constitutes a conflict of interest with respect to the contract with the Owner. Undersigned bidder hereby certifies that he/she has carefully examined all conditions and specifications of this Invitation to Bid and hereby submits this bid pursuant to such instructions and specifications, without exception.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RETURN THIS PAGE**

**Appendix D: Vendor Data Sheet**

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in determining your proposal to be not acceptable.

1. Qualification: The vendor must have the capability and capacity to satisfy all the contractual requirements.

2. Bidder's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of goods and service: \_\_\_\_\_ Years

4. SCC # \_\_\_\_\_

5. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by the Orange County Broadband Authority or Orange County?  
\_\_\_\_\_

6. Have you or any representative within your organization ever been debarred from submitting bids/proposals on contracts by an agency, public entity/locality or authority of the Commonwealth of Virginia? \_\_\_\_\_

7. Indicate three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services.

A. Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

B. Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

C. Company: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$Value: \_\_\_\_\_

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**Appendix E: Offeror Statement**

Undersigned Bidder hereby certifies that he/she has carefully examined all conditions and specifications of this invitation for Bid and hereby submits this proposal pursuant to such instructions and instructions.

\_\_\_\_\_  
Type or Print Name & Title of Authorized Person Submitting Proposal

\_\_\_\_\_  
Signature of Authorized Person Submitting Proposal

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN to before me by the above named

\_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

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**Appendix F: SCC Form**

The Bidder/Offeror/Contractor:

\_\_\_ is a corporation or other business entity with the following SCC identification number:

---

**OR**

\_\_\_ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

**OR**

\_\_\_ is an out of state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contract by which such goods were sold and shipped into Virginia from Offeror's out of state location)

**OR**

\_\_\_ is an out of state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact businesses in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number once issued (Orange County reserves the right to determine in its sole discretion whether to allow such waiver)

\_\_\_\_\_

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**Appendix G: Offeror Question Form**

Questions shall be submitted by 5:00PM July 22, 2020. Questions received beyond this date may not be answered.

Attn: Amanda Amos  
Via E-mail: aamos@orangecountyva.gov  
Project: RFP#2021-01 OCBA

Offerors are required to utilize this form for questions. You may submit multiple forms. Note on bottom of page the number of pages pertaining to your question/s.

RFP Reference Paragraph or Page #	Question

Number of pages submitted with this request: \_\_\_\_\_

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## Appendix H: Proprietary Information

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the Request for Proposal shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, paragraphs that constitute trade secret or proprietary information.

### NOTICE OF PROPRIETARY INFORMATION

#### Confidential References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page No.	Reason(s) for Withholding from Disclosure

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A. This page contains information relating to “trade secrets” and “proprietary information” including processes. Operations, style or work, or apparatus, identify confidential statistical data, amount or source of any income of any person (or) partnership. “See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; U.S.C. 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government’s ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F: 522 (b) (4); 12 C.F.R 309.5 (c) (4).

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**Appendix I: Pricing Schedule**

<b>Service Description</b>	<b>Monthly Price One Year Contract</b>	<b>Monthly Price Two Year Contract</b>	<b>Monthly Price Three Year Contract</b>
One Time Charges (if any)			
Local Loop or Cross Connect Cost			
10,000 Mbps/sec Dedicated Internet Access Service			
Border Gateway Protocol			
IPv4 /24 Addresses			
Total Monthly Reoccurring Cost			
<b>Optional Services (Not Required)</b>			
OCBA Router BGP Configuration Services Juniper MX204 Router Hourly Rate			
OCBA Router BGP Configuration Travel Expenses			
OCBA Router BGP Configuration Services Juniper MX204 Router Estimated Hours			

**Discounts Available:**

Provide information for any/all discounted rates that may be available if OCBA awards a contract in excess of three (3) years.

**Optional - Other Value-Added Services:**

Provide details and costs for any other value-added services offered or any potential OCBA revenue sharing opportunities by the respondent.

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