

PEACH COUNTY

REQUEST FOR PROPOSALS

Peach County, Georgia, (the "County") in conjunction with the Development Authority of Peach County (the "Authority") is requesting proposals from qualified Internet service providers capable of designing, constructing, serving, and billing residents of the County with residential and commercial broadband Internet service to currently unserved and/or underserved areas of the County, as such areas are identified and to be served as set forth in the successful proposal through fiber optic means.

The County seeks to investigate the feasibility and means to extend existing fiber-optic high-speed data networks in the County so that all of, or the practical majority of, the County has access to high-speed internet. For purposes of this proposal, "high speed" internet shall be defined as internet service providing speeds of 100 Mbps download and 100 Mbps upload. The Authority has agreed to facilitate diligence and financing of the Project, subject to and having designated representatives of the County to manage the proposal process, approval, award, and contract management of any successful proposal for the Project. Whenever the term "County" is used in this Request unless otherwise specified, it shall be intended to include the Authority.

All entities desiring a copy of the RFP should contact Peach County Administrator, Michaela Jones, at michaela-jones@peachcounty.net as soon as possible. This RFP will require interested parties to register via email no later than Friday, September 24, 2021, with physically delivered proposals delivered to the Primary Contact on or before 10:00 a.m. on Wednesday, October 6, 2021.

If the County chooses to accept a proposal, the acceptance will be conditioned upon the County and the company or person entering a contract for construction, financing, and lease that is acceptable to the County.

The County reserves the right to award the Project to the next most qualified proposer, if the successful proposer does not execute a contract for construction, financing and lease codifying the terms of this RFP and the proposal within thirty (30) days after the award of the proposal.

Proposals must include any and all proposed terms and conditions.

Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

The County is not liable for any costs incurred by respondents prior to entering into a formal contract for construction, financing, and lease. Costs of developing the proposals or any other such expenses incurred by the company or individual in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the County.

A proposal submitted in response to this RFP must identify any subcontractors and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign and include as part of the proposal submitted in response to this RFP, a Statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

Failure to meet the Minimum Requirements may result in the proposal being deemed nonresponsive. Complete, sign, and return the proposal sheets where required.

PROSPECTIVE CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS AND THAT THE SIGNATURE BELOW IS THAT OF AN INDIVIDUAL AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE BIDDING COMPANY.

COMPANY: _____

SIGNATURE: _____

Printed Name: _____

TITLE: _____

DATE: _____

EMAL ADDRESS: _____

ADDRESS: _____

PHONE NUMBER: _____

GEORGIA UTILITY CONTRACTOR'S LICENSE NO: _____

PEACH COUNTY
REQUEST FOR PROPOSALS

PROJECT: 2021 Peach County Broadband Fiber Network Infrastructure Expansion

LOCATION: The location of this project will be the Census Blocks within Peach County that are determined to be unserved by the Georgia Broadband Deployment Initiative, and which were not previously assigned through the FCC Rural Digital Opportunity Fund Phase I Auction (ID: 904).

OWNER: Peach County, Georgia

DATE: Wednesday, September 15, 2021

PRIMARY CONTACT: Michaela Jones
Peach County, Administrator
213 Persons Street
Fort Valley, Georgia 31030
michaela-jones@peachcounty.net
(478) 825-2535

Peach County, Georgia, (the "County") in conjunction with the Development Authority of Peach County (the "Authority") is requesting proposals from qualified Internet service providers capable of designing, constructing, serving, and billing residents of the County with residential and commercial broadband Internet service to currently unserved and/or underserved areas of the County, as such areas are identified and to be served as set forth in the successful proposal (hereinafter, the "Unserved Areas of the County") through fiber optic means (hereinafter the "Project").

1. Introduction:

This document shall be referred to as the "Request" or "RFP." The Authority was created for the purpose, among others, of developing, creating, and encouraging commerce in the County. High speed, broadband internet available to business, employers, employees, and residents is essential to these purposes.

The County seeks to investigate the feasibility and means to extend existing fiber-optic high-speed data networks in the County so that all of, or the practical majority of, the County has access to high-speed internet. For purposes of this proposal, "high speed" internet shall be defined as internet service providing speeds of 100 Mbps download and 100 Mbps upload. The Authority has agreed to facilitate diligence and financing of the Project, subject to and having designated representatives of the County to manage the proposal process, approval, award, and contract management of any successful proposal for the Project. Whenever the term "County" is used in this Request, unless otherwise specified, it shall be intended to include the Authority.

2. Responsive Proposal Procedure:

- A. All entities desiring to submit a proposal ("Prospective Contractors") must register via email to michaela-jones@peachcounty.net not later than Friday, September 24, 2021. Prospective Contractors must include the following identifying information for

registration: (i) company name, (ii) physical (and, if different, mailing address), (iii) name of individual representative of the Prospective Contractor (iv) telephone number(s), and (v) email address(es) for future contacts with the Prospective Contractor; no additional information or proposal details should be included in the Prospective Contractor's registration email.

- B. All proposals are due in writing (not email) and physically delivered to the Primary Contact on or before 10:00 a.m. on Wednesday, October 6, 2021, in a sealed envelope labeled as follows: (i) "2021 Peach County Broadband Fiber Network Infrastructure Expansion Project," (ii) the name of the Prospective Contractor, and (iii) the Prospective Contractor's Georgia Utility Contractor's License Number. Mailing, carrier, or post-mark dates will not be considered in the determination of "physical delivery" to the Primary Contact. Prospective Contractors should provide proposals in hard-written copy and via digital media (such as flash drive) for required mapping and data set information to the contact address provided above through the methods set forth below. No submissions from other entities except registered Prospective Contractors will be accepted or considered. Submissions which do not submit data set(s) for system mapping of the proposed high speed internet structure outlined in the accompanying proposal may be rejected.
- C. All questions should be directed via email to michaela-jones@peachcounty.net, the Primary Contact person listed above, no later than one (1) week prior to the proposal due date. Responses to inquiries will be provided via email to all registered Prospective Contractors by the County within two (2) business days of the submission of the question. All answers, along with questions submitted, will be distributed to all Prospective Contractors via email response from the County, provided that, any supplement to the RFP which will be made available on the County website (<https://www.peachcounty.net>) and by email to all registered Prospective Contractors once registration has occurred.
- D. Proposals will be opened at the offices of the Primary Contact listed above at 10:00 a.m. on Wednesday, October 6, 2021. All Prospective Contractors responding to this RFP and the public will be able to attend the opening of the sealed proposals. All decisions to accept, review, approve, award, or reject any or all of the submitted proposals shall be at the discretion of the County, whom the Authority has designated the County as "Manager" for the Project and to execute on the Authority's behalf all matters relating to this RFP.

3. Scope of Work:

General:

- A. Proposals should identify service areas using the Census block-level as a scale reference to identify where the Proposed Contractor intends to provide high-speed internet within the County. The Proposed Contractor should provide geospatial (GIS) data layers for these service areas and specific infrastructure elements in the following formats: linear features (service lines, routes, etc.), point features (households and businesses served, nodes, etc.), polygons (service areas, signal strengths, etc.) and other relevant data. GIS data layers should be provided in shapefile format (.SHP) and should conform to a valid local-government mapping coordinate system.

- B. The Proposed Contractor should provide a proposed construction timeline in electronic format, in Microsoft Project and/or Excel format.
- C. Proposals should include the anticipated total cost of the Project, as proposed by the Proposed Contractor, for the coverage area included. The maximum amount of financing available through the Authority for a portion of the Project will be \$1,000,000, plus any additional funding received from the State Fiscal Recovery Fund (the "Maximum Available Financing"). Proposals should identify the specific portion of the proposed Project which can be identified and segregated sufficiently to be property distinct from other broadband facilities included in the Project which the Proposed Contractor has designed that will not be financed through the Authority (the "Authority Portion"). The Authority Portion must be conveyable to the Authority in order to be eligible for financing. Proposals which offer greater coverage to more households in the County will be considered more favorably, recognizing that additional investment greater than the Maximum Available Financing may be required by the Proposed Contractor to provide such access.
- D. In order to utilize financing through the Authority, the proposal must contemplate the Authority Portion being conveyed upon completion to the Authority and leased back to the Proposed Contractor for a term of 12 years. Under such arrangement, the Proposed Contractor would have the option to acquire the Authority Portion of the Project from the Authority at any time after the end of the fifth (5th) year from completion and conveyance, for the payment of a purchase price equal to the outstanding amount of the Maximum Available Financing, plus \$100, and reasonable costs of the Authority in connection with the reconveyance of the Project back to the Proposed Contractor.
- E. Proposals should include the method and amount of financing for the Project above the Maximum Available Financing.
- F. Proposed Contractor must furnish all labor, material, equipment, layout, supervision, expertise, etc., as required to provide a fiber optic network expansion and provide a service delivery method for continued operation and maintenance of the expansion.
- G. All equipment, materials, etc. and temporary power for the Project work shall be provided by the Proposed Contractor.
- H. Proposals will be required to demonstrate that the Proposed Contractors submitting proposals under this Request can and will provide the following bonding requirements at the time of submission
 - a. Performance Bond(s) in a cumulative amount equal to 100% of the amount of the funds disbursed by Peach County up to the Maximum Available Financing, shall be required of the successful Prospective Contractor, but will only be required during the construction phase of the Project by the Successful Prospective Contractor through completion. Funds for construction will be disbursed in increments as identified in the proposal, each of these disbursements must be 100% bonded for the amount of disbursement until the verified completion of each agreed upon portion in the construction phase of the Project, and the continued overall bonding requirement

shall be reduced by each completed percent of construction. When the Project is complete and after the Project is accepted by the County as to all phases, and by the inception of the lease term, any outstanding Performance Bond(s) will be released by the County. Each bond shall be in the form prescribed by the County, and shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond; and

- b. Payment Bond(s) or alternative cash equivalent in an amount equal to 100% of the Contract price, shall be required of the successful Prospective Contractor. Each bond shall be in the form prescribed by the County and shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

Failure of a proposal to provide for each of these requirements will result in the County not considering the proposal for award of the contract for construction, financing, and lease.

4. Project Specifications and Requirements of Proposals:

A. Description:

1. The selected proposal from a successful Proposed Contractor will become the "Contractor," which will be required to perform the Scope of Work and complete the Project under a contract for construction, financing, and lease based on its proposal, irrespective of the actual costs of completion. Contractor will absorb and be responsible for all amounts required to complete the Project above projections or estimates contained in the proposal based upon meeting the portions of the County designated in its proposal as Unserved Areas of the County. The Authority, in conjunction with the County, is willing to facilitate project financing in an amount up to Maximum Financeable Amount upon the terms described herein. The Contractor will be responsible for all amounts above the Maximum Financeable Amount, or actual amount financed through the Authority, whichever is less.
2. The Contractor will provide cost for and Approval by a Third Party Engineer's oversight and review of all design, construction, network integration and acceptance testing, and network management plan of said project. This Third Party Engineer will be selected by the County, report to the County, and approve completed deliverables specified for draws/payments. The County may also engage other third-parties to assist in review, assessment, and evaluation of proposals submitted under this RFP.
3. Network Design and Management specifications, not limited to the following, describing how provider will address:
 - a. Proactive Monitoring of Network 24 hours per day, 7 days per week and 365 days per year;
 - b. Provisions for how routine service outages will be addressed with varying service restorations for the network and high priority customers with the time period(s) specified;

- c. Provisions to address major outages related to catastrophic events such as natural or manmade disasters;
- d. Routine maintenance schedules with example of activities performed;
- e. Upgrade schedules for periods of 5, 10, 15, and up to 20 years with examples of routine upgrades provided;
- f. Network Design must provide a level of service capability such that it meets minimum requirements and provides flexibility to expand with minimal additional costs or time. Proposals must describe how contractor's solution meets or exceeds the following scenarios:
 - i. Connectivity with a minimum of 100 Mbps down and 100 Mbps up;
 - ii. Explain how contractor's proposal addresses various forms of redundancy; and
 - iii. Describe how contractor will provide Network connectivity and interconnectivity with a suitable fiber network that connects to with a minimum of one Tier 1 Internet hub.
- g. Construction costs for all elements required to provision the fiber network, including but not limited to: 96 strand fiber cable, labor, engineering, hardware, permitting, splicing;
- h. Targeted completion date/time frame must specify total length of completed project with intermediate verified milestones for design, construction, testing and acceptance;
- i. Acceptance testing and verification plan must be submitted with approved design;
- j. Proposed fiber network architecture, drawings, maps and other documentation must be provided;
- k. Contractor must be authorized to work on and attach to utility poles;
- l. As part of network management, provider will assume all liability and ongoing cost of network, such as ongoing maintenance, annual pole attachment fees, taxes, etc. to the carrier awarded the bid;
- m. Contractor should provide references from current customers to whom they have provided service.

5. Financing:

- A. The Authority will make available financing to acquire the Authority Portion of the Project from the Contractor by the issuance of a bond up the Maximum Financeable Amount (the ... Bond"). The Contractor will construct and convey the Authority Portion of the Project to the Authority at closing, and then receive a lease of the Authority Portion (the "Lease"). The Lease will contain usual and customary terms of a bond lease of facilities for infrastructure development, including rent from the Contractor equal to the amount of the debt service and reasonable costs of issuance required for the Bond.
- B. The Authority financing of the Authority Portion for up to the Maximum Financeable Amount is subject to review by the County, its advisors, and selected bank for placement of the Bond of creditworthiness of Contractor to fulfil its obligations under the proposal and the Lease.
- C. The County will deposit with the Authority \$1,000,000 toward acquiring the Authority Portion of the Project. Upon successful) completion and operation of the Project by the Contractor for one (1) full year, as an incentive to the Contractor to have undertaken the Project and operated it successfully, the Authority will pay down the Maximum Financeable Amount outstanding under Bond by \$1,000,000, and the Lease obligation for rent from the Contractor will be reduced accordingly.
- D. The Contractor will provide both a corporate and personal guaranty of its rent and performance obligations to the Authority for the Authority Portion under the Lease.
- E. The Bond shall carry a 0.25% per annum fee over the rate at which the Authority can borrow up to the Maximum Financeable Amount based on an intergovernmental agreement between the Authority and the County to construct, acquire, and operate the Authority Portion of the Project. The Authority and the County will utilize the premium in furtherance of their purposes and in their discretion. In addition to the Maximum Financeable Amount, the Bond shall also include reasonable costs of issuance, including placement and attorneys for the County and the Authority, which will be included in the debt service to be paid under the Bond, and thereby payable by Contractor as rent under the Lease.
- F. If the Contractor allows a continuing and uncured payment or non-operation default in its obligations under the Lease for the Authority Portion (as defined under the Lease), its rights as lessee and to acquire the Authority Portion of the Project may be terminated by the County, in the County's reasonable discretion.
- G. Should the Contractor desire grant funding to assist with deployment, the Contractor commits to assist Peach County with the preparation of any such application. Particularly, the contractor commits to assist Peach County with an application to the Georgia Coronavirus State Fiscal Recovery Fund to be submitted prior to October 31, 2021, should funding from the State Fiscal Recovery Fund be included as part of a broader financing package for broadband system development.

6. Submittal of Proposals:

- A. All product data and information required by County to approve commencement of work by provider are to be submitted within ten (10) days of contract award.
- B. County will advertise this Request for a minimum of two (2) consecutive weeks on the Georgia procurement website (Registry) and in county's legal organ. All qualified persons or entities may respond to this Request. The County will not open any submitted proposals until the time specified above for all proposals to be opened in a forum open to the public.
- C. The County will make an award to the responsible and responsive Prospective Contractor whose proposal is determined in writing to be the most advantageous to the governmental entity, taking into consideration all available information. This proposal will be evaluated based on the best interest of the County not the lowest cost provider.
- D. Prospective Contractors submitting proposals may be afforded an opportunity for discussion, negotiation, and revision of proposals. Discussions, negotiations, and revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. In accordance with this Request, all responsible Prospective Contractors found by the County to have submitted proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations, and revisions. During the process of discussion, negotiation, and revision, the County shall not disclose the contents of proposals to competing Prospective Contractors.
- E. The County reserves the right to reject all proposals or any proposal which is not responsive or not responsible and also reserves the right to waive any technicalities or informalities, at its sole discretion.
- F. The County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.
- G. The County represents that the County has taken all required actions in order to be a designated Broadband Ready Community under the Achieving Connectivity Everywhere Act of 2018 (the "ACE Act"), as the requirements therefore as set forth under O.C.G.A. § 50-39-81 and rules proscribed by the Department of Community Affairs such that the County has been granted all powers necessary to undertake the Project.

7. Selection Criteria:

In its evaluation process, Peach County will consider the completeness of the written proposal, the qualifications, the proposer's history of successfully fulfilling contracts of this type, experience in similar work, the proven or potential ability of the proposer to fully comply with all standards, as well as the competitiveness of the fee structure proposed—particularly as it pertains to the deployment of services in unserved areas at a reasonable cost, with rapid speed, and a high level of efficiency in service provision. Each proposal will be independently evaluated on these factors.

Peach County reserves the right to select multiple providers for different geographic areas within the overall project scope. Respondents may provide multiple options for covering various geographic areas the county.

8. General Requirements and Information:

- A. The successful Contractor will be required to enter a contract for construction, financing, and lease with terms acceptable to the County consistent with this RFP. The Contractor is expected to provide system operations and maintenance terms to reasonably be included the form of Lease, and/or ancillary operations agreement, subject to review and revision by the County, as dictated by the terms of its proposal.
- B. A representative of the County must approve extras in writing before work begins.
- C. Any inconsistency in this RFP or contract for construction, financing, and lease shall be resolved by giving precedence in the following order.
 - 1. Amendments or addendums to this Request;
 - 2. This Request, including the instructions referenced herein;
 - 3. Contract clauses; then
 - 4. Other documents, exhibits, and attachments.
- D. The Contractor shall conform to all federal, state, local and company safety/health regulations. Pursuant to O.C.G.A. Sec. 43-14-8.2(h), Contractor shall provide a Georgia Utility Contractor's License Number on the outside of all sealed proposals to the extent such license is required to perform the Contract. The submittal of a utility Contractor's License Number held by a subcontractor commits the Contractor to utilize that subcontractor on the Project. Failure to provide the Contractor's Georgia Utility Contractor's License Number on the outside of the sealed proposal will result in rejection of the proposal.
- E. Before commencing the work, Contractor shall make an oath in writing that he or she has not directly or indirectly, by himself or herself or otherwise, prevented or attempted to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work. The oath shall be filed by the officer whose duty it is to make the payment. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath.
- F. The County will allow the contractor progress payment at predetermined intervals, to the extent of the completed work. All requests by the contractor for progress payments and

retention must be original copies delivered to the Primary Contact will be processed for payment on or after the 30th day following the receipt of the request. All payment requests should be made on the Contractor Payment Request Form provided by the County in the package containing the final contract documents. Ten percent (10%) retention will be withheld from each progress payment. Retention withheld can be invoiced thirty (30) days after the completion of the Contractor's work. Retention must be invoiced separately from the standard progress draw and will only be released upon completion of the Work and once a complete sign-off of all Punch list items is approved.

G. It is the intent of the County to receive a top-quality, complete and accurate response in accordance with the instructions of this RFP. In that regard, change order requests will not be accepted unless there is a change in the Scope of Work. Prospective Contractors should include all costs required to deliver a complete network system.

9. Insurance:

A. Contractor shall furnish the County with a Certificate of Insurance that includes coverage and minimum limits as follows:

1. Worker's Compensation: Employers Liability, whether required by statute or not, for a limit of not less than \$500,000 bodily injury by accident, each accident/ \$500,000 bodily injury by disease, policy limit/\$500,000 bodily injury by disease, each employee, or if greater, in the amounts required by statute.

2. Commercial General Liability (occurrence format, including Completed Operations, Broad Form Property Damage and Contractual Liability for the Indemnification Agreement that will be in the subcontract).

- i. \$2,000,000.00 Bodily Injury
- ii. \$2,000,000.00 Property Damage

3. Commercial General Liability (occurrence format, including Completed Operations, Broad Form Property Damage;

4. Automobile Liability: \$1,000,000.00 Per Incident

5. Additional Insured's: Liability policies to name County as additional insured on a primary and non-contributory basis for current, ongoing, and completed operations for three (3) years after Final Completion of the Project.

6. Subrogation: Contractor and its insurance carrier(s) waive all rights of subrogation against the County and its officers, directors, shareholders, employees, agents, or appointed representatives unless restricted by state statutes.

7. Indemnity: Contractor hereby agrees to indemnify, defend and hold the County and affiliated entities, any lender with a security interest in the Project, and each of their respective members, managers, partners, agents, representative, trustees, directors, officers, shareholders and employees, and each of them (collectively, "Indemnified Parties") harmless from and against any and all demands, claims, suits and causes of

action, liability, costs, incidental and consequential damages, expenses, settlements, and judgments, including without limitation court costs and attorney's fees whether arising at law or equity, in connection with or arising out of: (i) the performance by contractor or any of its employees, subcontractors, suppliers or anyone else for whom contractor is responsible ("Contractor Parties") of contractor's Work; (ii) any breach by contractor of this Agreement; or (iii) the failure by contractor or any Contractor Parties to comply with all applicable laws; or (iv) any liens or other encumbrances on the Work or County's property, arising out of contractor's failure to pay any of its subcontractors or suppliers; (v) any alleged violation or infringement of patent, copyright or other intellectual property rights by contractor or any Contractor Party (collectively or individually, "Claims"); or (vi) property damage or destruction (including loss of use resulting there from), bodily injury, sickness, disease, or death. Notwithstanding the foregoing, contractor shall be liable for Claims in connection with consequential damages only to the extent County is held liable for or incurs such damages.

- B. Bid, Performance, and Payment Bonds: The awarded Prospective Contractor shall furnish all bid, performance, and payment bonds at its own expense.
- C. Subcontractors: Contractor agrees to obligate its subcontractors, if any, to maintain the same types, levels and terms of insurance coverage as required of contractor, and contractor shall indemnify and hold harmless the County should it fail to do so.
- D. Form of Policies: All policies shall be written on the ISO form, CG0001, July 1998 or newer edition.
- E. Contents of Insurance Certificates: Insurance certificate must specify job name and job number, this information is required upon the return of the signed contract for construction, financing, and lease.
- F. Commencement: Contractor will not be allowed to begin work on the job site until the insurance requirements have been met and the County has received the certificate.

10. Terms, Conditions, and Exceptions:

The County reserves the right to alter, amend, or modify any provisions of this RFP or to withdraw this RFP, at any time prior to the award of a contract for construction, financing, and lease pursuant hereto, if it is in the best interest of the County to do so.

The County reserves the right to fully investigate the qualifications of anyone submitting a response.

The County reserves the right to reject any and all proposals. The County also reserves the right to accept multiple proposals or components of multiple proposals.

The County reserves the right to waive informalities and minor irregularities in proposals received.