

# **REQUEST FOR PROPOSAL**

## **NEWTON COUNTY BOARD OF COMISSIONERS**

### **Lease of Radio Frequency for Development of High Speed Internet**



**November 19, 2018**

**NEWTON COUNTY PURCHASING DEPARTMENT  
1113 USHER STREET, SUITE 204  
COVINGTON, GA 30014  
678-625-1237**

**ADVERTISEMENT FOR REQUEST OF PROPOSAL**  
**Lease of Radio Frequency for Development of High Speed Internet**  
**RFP #19-05**

Separate sealed proposals for leasing of radio frequency for development of high speed internet will be received by Newton County Board of Commissioners at the Newton County Administration Building, Purchasing Department, Suite 204 located at 1113 Usher Street, Covington, GA 30014 **until 11:00AM, local time on Friday, December 7, 2018.**

The PROPOSAL DOCUMENTS may be examined at the following location:  
Newton County Administration Building, Purchasing Department, 1113 Usher Street, Suite 204, Covington, GA 30014.

INSURANCE: Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence, and general aggregate limits of at least \$2,000,000; (b) commercial automobile liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per accident; (c) statutory worker's compensation insurance, including \$1,000,000.00 employer's liability insurance. All liability insurance shall list the County as an additional insured. All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon request, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Each proposal will be considered by the OWNER, taking into consideration specific evaluation factors, as set forth in the Request for Proposal. Newton County reserves the right to reject any or all Proposals, including without limitation, the right to reject any Proposal that the OWNER believes would not be in the best interest of the Project.

Digital copies of the PROPOSAL DOCUMENTS may be obtained at the Purchasing office at no charge by contacting Randi Fincher at 678-625-1237 or [rfincher@co.newton.ga.us](mailto:rfincher@co.newton.ga.us). Hard copies of the PROPOSAL DOCUMENTS may be obtained upon a non-refundable payment of \$25.00 for each set. The OWNER is not obligated to consider the contractor's proposal, if they are not on record with the issuing office as having received complete Proposal Documents.

November 19, 2018  
Lloyd Kerr, County Manager  
Newton County Board of Commissioners

## **INTRODUCTION**

Newton County Board of Commissioners is requesting separate Sealed Proposals for Leasing of Radio Frequency for Development of High Speed Internet. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Newton County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap or veteran's status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Newton County.

## **PURCHASING CONTACT FOR THIS REQUEST:**

All questions concerning this invitation and all questions arising subsequent to award are to be addressed to the Purchasing Department at the following address:

Newton County Purchasing Department, Attn: Randi Fincher, 1113 Usher Street, Suite 204, Covington, GA 30014 Phone: 678-625-1237 E-mail: [rfincher@co.newton.ga.us](mailto:rfincher@co.newton.ga.us)

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

## **DUE DATE**

**Sealed proposals will be received at the Newton County Purchasing Department, 1113 Usher Street, Suite 204, Covington, GA 30014 no later than 11:00AM, local time, Friday, December 7, 2018.** Proposals received after this time will not be accepted.

## **PROPOSAL COPIES FOR EVALUATION:**

Four (4) copies, one (1) original and (1) digital copy on USB drive will be required for review purposes. **The proposal price is to be included with the original submittal in a separate sealed envelope.** The evaluation committee can then evaluate the contractor's qualifications first before opening the proposal price envelope. **There should be five (5) copies of the proposal price form submitted in the separate sealed envelope for committee distribution.**

## **ADDENDA**

Answers to questions submitted that materially change the conditions and specifications of this RFP will be distributed to all addressees as an addendum. Any discussions or documents will be considered non-binding unless incorporated and distributed in an addendum. Answers to all questions shall be provided a minimum of 72 hours prior to the time the Proposal is due.

Proposers should check with the Purchasing Department frequently during the bidding process to verify that they have received all issued addendums. While every attempt is made to make sure that registered proposers receive notice of addendums, proposers have the responsibility of making sure that they have received all issued addendums. Addenda are required to be signed and returned with the proposal submittal.

## **PROPRIETARY INFORMATION**

Careful consideration should be given before submitting confidential information to Newton County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Newton County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

## **SELECTION PROCESS**

The Newton County Purchasing Department and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Department and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Newton County may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Newton County intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

## **EVALUATION CRITERIA**

Evaluation criteria to be used in determining the selected firm in order of importance are:

### **a) Mandatory Elements- 25%**

- The firm has no conflict of interest with regard to any other work performed by the firm for Newton County
- The firm adheres to the instructions in the request for proposal on preparing and submitting the proposal

### **b) Expertise and Experience- 50%**

- The competency and experience of the specific personnel who would be providing the services to the County

- The firm's ability to deliver the Project in a timely manner.

c) Price - **25%**

- Price will not be the primary factor in the selection of a firm

## **INSURANCE**

With its proposals, each proposer shall supply a certificate of insurance demonstrating coverage complying with the following specifications:

Proposer shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence, and general aggregate limits of at least \$2,000,000; (b) commercial automobile liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per accident; (c) statutory worker's compensation insurance, including \$1,000,000.00 employer's liability insurance. All liability insurance shall list the County as an additional insured. All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon request, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

## **AWARD OF CONTRACT**

The Newton County Purchasing Department and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Department and/or Evaluation Committee.

## **CONTRACT ADMINISTRATION**

The contact for any contract(s) or purchase order(s) arising as a result of this RFP shall be Lloyd Kerr, County Manager, 678-625-1615.

## **GENERAL INFORMATION**

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Newton County for the premature opening of a proposal not properly addressed and identified.

## **TENTATIVE BID SCHEDULE**

Advertisement	November 18, 2018	
Deadline to Submit Questions	November 30, 2018	10:00 AM
Answer to Questions	December 4, 2018	
RFP 19-02 Due Date	December 7, 2018	11:00 AM

**WITHDRAWAL OF PROPOSAL**

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Newton County Purchasing Department.

**REJECTION OF PROPOSAL**

Newton County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Newton County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Newton County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

The proposer may be required, upon request, to prove to the satisfaction of Newton County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

**NON-COLLUSION AFFIDAVIT**

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

**INTEREST OF**

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Newton County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise therefrom.

**DOCUMENTS DEEMED PART OF THE CONTRACT**

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

**STANDARD INSTRUCTIONS**

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Newton County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded

except by written addendum from Newton County. Failure to comply with the written specifications for this proposal may result in disqualification by Newton County.

3. All goods and materials shall be F.O.B. Destination Covington, Georgia and no freight or postage charges will be paid by Newton County unless such charges are included in the proposal price.

4. The following number, **RFP 19-05 Leasing of Radio Frequency for Development of High Speed Internet** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.

5. All proposals must be sealed, received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Newton County accepts no responsibility for mail delivery.

6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 90 days from the due date.

7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Newton County the first page of your proposal package should be the proposal form listing the price, delivery date, etc., unless the proposal form is requested to be in a separate envelope.

8. Newton County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.

9. Telephone, Telegraphic or Facsimile proposals will not be accepted.

10. No sales tax will be charged on any orders.

Sales Tax Exempt #48-08-03

Federal I.D. #58-6000870

11. If applicable, completed questionnaires must be signed manually. Newton County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.

14. If applicable, warranty information shall be provided.

15. Proposers shall state delivery time after receiving order.

16. Proposers shall identify any subcontractors, and include an explanation of the service or product that they may provide.

## **SPECIFIC INSTRUCTIONS**

Any Proposer submitting a Proposal in response to the aforesaid Request for Proposal shall comply with the following specific instructions:

- (1) The submission of a Proposal constitutes an acknowledgment and representation by the
- (2) Contractor that it has familiarized itself with the local conditions under which the required Work is to be performed;
- (3) The submission of a Proposal constitutes a representation by the Contractor that it has studied and examined the Proposal Documents.
- (4) Any Proposal may include such documentation and information as the contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the Owner, taking into consideration the specific evaluation factors, as set forth in the aforesaid Request for Proposals.
- (5) Any changes, additions, interpretations, or corrections, to or concerning the Proposal Documents prior to the date for submission of Proposals will be issued as an Addendum by the Owner. Only such written changes, additions, interpretations, or corrections by Addendum shall be binding. Any changes, additions, interpretations, corrections given by any other method shall not be valid and the Contractor shall not rely upon in any manner whatsoever any verbal statements, instructions, interpretations, corrections, or other information provided by the Owner. Addendum will be sent by email to all the contracts and other entities that are registered in the Purchasing Department of the County as having received Contract Documents for the Project.
- (6) All Proposals must be signed by a duly authorized officer, member, or general partner (as appropriate) and dated. All blanks on the completed Proposal Form shall be filled in where so requested. The completed Proposal shall be without interlineations, alterations or erasures.
- (7) Upon submission, all Proposals shall become and remain the property of the County. The County shall have no liability arising out of the disclosure, dissemination, or publication of any Proposal or any information contained therein.
- (8) Any Proposal submitted to the County shall remain open for acceptance by the County, and same shall be honored by the contractor, for a period of ninety (90) days of the date set forth hereinabove for the receipt of Proposals;
- (9) The County reserves the right to amend these Instructions, or clarify same by Addendum, within the time provided by Georgia Law. If such revisions or amendments are of such magnitude as to warrant, in the sole discretion of the County, the postponement for the date of the submission and receipt of Proposals, written notification shall be issued to any contractor who has notified the County in writing of its intent to submit a Proposal pursuant to the County's Request for Proposals.
- (10) A Summary Checklist of the items in be included in each proposal is shown below:  
Exhibit A: Immigration and Security Form  
Exhibit B: Non Collusion Affidavit  
Exhibit C: Proposal Form  
Exhibit D: Any addenda received from County  
Exhibit E: Scope of Work



I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, contractor or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Request for **Proposal #19-05** and certify that I am authorized to sign this proposal for the company.

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Company Name (Please Type or Print)

Person Authorized to Sign:

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

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

Street: \_\_\_\_\_

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

City: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

**Exhibit A**  
**IMMIGRATION AND SECURITY FORM**

O.C.G.A. § 13-10-91 requires contractors interested in public works contracts to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor.

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must warrant and affirm that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>; and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Newton County, Georgia has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and Contractor warrants that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Newton County, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Newton County, Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Firm Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Company Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

**Exhibit B**  
**Non-Collusion Affidavit of Prime Bidder/Subcontractor**

State of Georgia  
Newton County, Georgia

\_\_\_\_\_, being the first duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Owner, partner, etc.) (Company)

the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against Newton County or any person interested in the proposed contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

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

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

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

Notary: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**Exhibit C  
PROPOSAL PRICE FORM  
RFP #19-05**

**Lease of Radio Frequency for Development of High Speed Internet**

**\*\* If applicable, please provide a breakdown.**

1. Proposal on specifications as outlined: Yes \_\_\_\_\_  
No \_\_\_\_\_ \*Variations are to be noted.

2. Proposal prices expire: \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year  
Minimum of 90 days

3. Proposal Price: \$ \_\_\_\_\_  
Lump Sum Not to Exceed

4. Proposal Received From:

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Contact # \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Print or Type)

\_\_\_\_\_  
Authorized Representative (Signature)

## Exhibit D

ANY ADDENDA ISSUED BY NEWTON COUNTY FOR THIS PROJECT

## **Exhibit E**

### **Scope of Work**

Currently Newton County Board of Commissioners holds a license for WLX867 which can be used for broadband service throughout the rural areas of Newton County. The purpose of this RFP is for Newton County to lease the frequencies to a qualified provider who can provide broadband services to the rural areas. Newton County BOC is looking to lease the frequencies on a long term lease.

- Although the lessee could use these frequencies in other markets, we want the frequencies to be primarily used in Newton County Georgia to provide broadband service to the more rural parts of the County.
- When these frequencies are made available for broadband service in rural parts of the County, Public Safety including Fire, Law, and EMS, would have free use of the frequencies for mobile data communications in vehicles and mobile command posts. Any receivers required, for the use of the frequencies in mobile applications would be provided by the lessee.
- Newton County would work with lessee in attempt to procure tower space on existing structures in the rural parts of Newton County for transmit and receive devices.
- Newton County BOC would provide assistance of GIS to the lessee in identifying areas without coverage with a potential overlay of the current mapping system
- Lessee is to do a geographic study of the County to find out what areas would be best served by this build out.
- Lessee would also be required to determine which existing tower locations would be appropriate for their transmitters and receivers. Any cost associated with erection of antennas on existing structures would be responsibility of the lessee
- Operations and maintenance of this system would be the sole responsibility of the Lessee
- Any additional costs associated with permitting tower sites or use of current fiber in Newton County would be the responsibility of the lessee.
- Any costs associated with FCC mandated leasing arrangement obligations would be the responsibility of the Lessee
- All in use equipment and software is to be supplied solely by the Lessee.

- An initial payment of the lease agreement upon the lessee obtaining these frequencies.
- Also a portion of the revenue generated for each household or business, inside or outside of Newton County boundaries, would be paid to The Newton County BOC as part of this agreement which would be determined by the Lessee and Newton County BOC prior to these frequencies being leased.
- Lessee shall not sublease these frequencies to any other entity without the expressed written consent of the Newton County BOC.