**REQUEST FOR PROPOSAL - TIMELINE ADDENDUM**

SEALED PROPOSALS are being accepted by the Washington County Board of Commissioners, Washington, Pennsylvania for a new project to provide access to Broadband Services for certain unserved or underserved areas within Washington County. For the sake of convenience only, the project covered by this Request for Proposal (the “RFP”) is sometimes referred to herein as relating to the Phase IV Polygons or similar designations and this Request for Proposal is sometimes referred to as Phase IV RFP, Phase IV Broadband RFP or similar designations. This re-advertisement represents a timeline and schedule change only, all other terms and conditions remain in full force and effect.

Proposals will be accepted by the Washington County Office of the Controller, 100 West Beau Street, Suite 403, Washington, PA 15301 beginning on February 13, 2024, the end of the extended Polygon Map Challenge Period, as hereinafter defined, and issuance or release of final modified maps and RFP documents, if any, and ending at 11:00 a.m. prevailing time on **Tuesday**, **March 26, 2024.** **Late proposals will not be accepted**. Names only will be read at this time.

The RFP and related documents, including, without limitation, amendments hereto, may be obtained from the Washington County website at [Washington County PA: Official Website (washingtoncopa.gov)](https://www.washingtoncopa.gov/purchasing/bids). Vendors receiving proposals from the website are responsible for checking the Washington County website for additional available information relating to this RFP.

RFPs shall be submitted as **ONE ORIGINAL + THREE (UNBOUND) COPIES** according to the specifications and upon a uniform proposal blank form, together with submission of an electronic copy directed to Dalton Thompson at [dalton.thompson@co.washington.pa.us](mailto:dalton.thompson@co.washington.pa.us).

Proposers may email written requests for clarifications and challenges to the Polygon Map(s) to the Washington County Purchasing Office to Dalton Thompson at [dalton.thompson@co.washington.pa.us](mailto:dalton.thompson@co.washington.pa.us) or to Randy Vankirk at [vankirkr@co.washington.pa.us](mailto:vankirkr@co.washington.pa.us). Any requests for clarifications are due to be received no later than **March 15, 2024**, and will be responded to in the form of an addendum posted to the County website. Inquiries will not be accepted orally or via phone. A rescheduled **Pre-Proposal Conference Call** will be held for **all** interested vendors, taking place on **February 20, 2024**.

**SEALED ENVELOPE MUST BE MARKED: RFP: BROADBAND SERVICES**

**Contract # 032624-Broadband-RFP IV**

The Washington County Board of Commissioners reserves the right to reject any or all proposals or to cancel or withdraw any portions of any or all areas or locations to be serviced hereunder (“Polygon(s)”) as set forth in Article IX (Award Procedure) of this Request.

ATTEST: WASHINGTON COUNTY COMMISSIONERS:

CYNTHIA B. GRIFFIN CHIEF CLERK

COMMISSIONER NICK SHERMAN, CHAIRMAN COMMISSIONER ELECTRA JANIS, VICE CHAIR COMMISSIONER LARRY MAGGI

To be advertised: February 9th and February 16th, 2024

# PROPOSAL SHEET

**(Page 1 of 2)**

CONTRACT: #032624-BROADBAND-RFP IV DATE:

WASHINGTON COUNTY

TO: WASHINGTON COUNTY COMMISSIONERS 95 WEST BEAU STREET, SUITE 605

WASHINGTON, PA 15301

In accordance with the advertisement for Broadband Services RFP Phase IV of the Washington County Commissioners, 95 West Beau Street Suite 605, Washington, Pennsylvania 15301, inviting proposals for the provision of Broadband Services for certain underserved and unserved locations in Washington County, Pennsylvania, having examined the attached specifications and understanding the same, the Proposer herein submits the following proposal.

**Reimbursement/Compensation Schedules for awarded proposals and contracts shall be subject to details specific to proposals submitted with respect to one or more Polygons and shall be negotiated under the Award Procedure in Article IX of this RFP.**

**Proposals should Include the following forms:**

|  |  |
| --- | --- |
| **Signature Sheets** | Pages 4-6 |
| **Proposal Sheet(s)** | Page 2-3 |
| **Spreadsheet Broadband Phase IV Bidsheet and Related RFP Documents and Information** | See Wash. Co. Website |
| **Cover Letter** | Vendor Supplied |
| **Approach and Management Plan** | Vendor Supplied |
| **Qualifications and Experience** | Vendor Supplied |
| **Staffing Plan** | Vendor Supplied |
| **Work Plan and Schedule** | Vendor Supplied |
| **Cost Control** | Vendor Supplied |
| **Exhibits A, B, C, and D (Trade Secrets Form, Reference Form, Anti-Collusion Affidavit, and Insurance Requirements)** | Pages 22-25 |
| **COI (Certificate of Insurance) Upon award, Washington County and Washington County Authority named additional insureds.** | Vendor Supplied |
| **Exhibit F, County Sample Contract Draft** | Pages 28-61 |

# Please provide response in the format provided on Proposal Sheet, Page 2 of 2.

**PROPOSAL SHEET**

**(Page 2 of 2)**

Each Proposer is **required** to fill out the Excel spreadsheet titled **032624-Broadband RFP IV Bidsheet**, a copy of which can be found on the Washington County website at [Bid Postings • Washington County, PA • CivicEngage](https://www.co.washington.pa.us/bids.aspx) and attach a completed copy at the front of its proposal, directly after the signature sheets, pages 4-6.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**SIGNATURE SHEETS**

The undersigned, individually and on behalf of the Proposer named herein, certifies and acknowledges as follows:

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **032624-Broadband-RFP IV**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud.

My signature also certifies that the Proposer has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Washington and that there are no principals, officers, agents, employees, or representatives of the Proposer that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Washington, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Washington. Specifically, no County employee, County employee’s partner, or any member the County employee’s immediate family holds a position with the Proposer such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest of more than five percent.

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. This proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the County; and that the proposal is made without any collusion with any person making another proposal on this Contract;
2. The Proposer acknowledges receipt of all Addenda issued under the RFP;
3. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age, or other non-job-related factors;
4. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
5. The Proposer agrees to and shall comply with, all requirements, specifications, terms, and conditions contained within the RFP, including all Addenda, if any;
6. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any;
7. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Pennsylvania at the time of the award;
8. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any issued, and to execute this proposal document on behalf of Proposer; and
9. By signing below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have, within a five-year period preceding the date of this certification, been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification, had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; or
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

# Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to its Proposal. The inability to certify to all of the statements may not necessarily preclude Proposer from award of a contract under the RFP.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS PROPOSAL SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE PROPOSAL SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

To receive consideration for award, this signature sheet **must** be returned to the Purchasing Department as it shall be a part of your response.

|  |  |
| --- | --- |
| **Complete Legal Name of Proposer:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Address:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Federal Tax ID Number:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Signature of Authorized Representative:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Typed Name and Title:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Primary Project Contact Name and Title:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Primary Project Contact Email:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Primary Project Contact Phone:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

## This form to be placed at the beginning of submission.

**THIS FORM MUST BE COMPLETED & RETURNED WITH PROPOSAL**

**Request for Proposals to provide access to Broadband Services to certain unserved and underserved locations in Washington County, Pennsylvania.**

* 1. **INTRODUCTION**

1. Washington County (“County”) is requesting turnkey solutions to provide Broadband access for Washington County residents in certain areas where access is unserved or underserved. This request for proposals is to provide Broadband connectivity to residential and business locations in each Polygon to which a proposal relates as determined by the particular vendor.
2. Broadband customers will be responsible for contacting vendor to supply service to each location. Connectivity service must be offered to customers from pole to occupied structure without additional costs.
3. Interested vendors are to provide, on a separate sheet, locations to be served, including labor and material costs together with a material listing.
4. Interested vendors should also ensure that they understand and shall ensure compliance with all applicable statues and regulations as set forth in the American Rescue Plan Act **(ARPA)**, **Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).** as it pertains to the activities of the Grantee, the Contractor and any Subgrantee for the program for Broadband internet deployment. American Rescue Plan Act Funds will not be the only funding source **(BEAD, CPF, ISP Capital, Private, etc.)** may be used in project completion and vendors should confirm their availability to meet funding compliance measures and applicable laws prior to proposal submission. ARPA IS THE PREFERRED FUNDING SOURCE AND IF OTHER FUNDING SOURCES ARE TO BE USED, BIDDERS WILL BE NOTIFIED.

# BACKGROUND

1. The County of Washington, Pennsylvania is a fourth-class County, duly located in southwestern Pennsylvania within the Pittsburgh metropolitan area. Washington County is headed by an elected Board of Commissioners.
2. The project covered by this Proposal, as currently configured, covers 170 polygons and approximately 1,100 target residential and commercial locations with the goal of assisting in the deployment of Broadband infrastructure in unserved and underserved areas of Washington County.
3. Proposals under this RFP may cover any number of polygons with separate “Information Sheets” (Proposal Sheet, Page 2 of 2) completed for each Polygon covered by the Proposal and with a completed Excel Spreadsheet titled “032624-Broadband RFP IV Bid Sheet” completed with respect to all Polygons covered by the proposal. Proposers should also follow the Instructions to Proposers as set forth in Item VII below and the RFP Guidance and Related Matters set forth in Schedule 2.

# CONTRACT TERM

Schedule 2 to this RFP at Item A.5 sets forth the Proposed Schedule/Timeline to Complete Construction for the project covered by this RFP. The Dates for Final Completion for each Polygon will be established and set forth in a Schedule A-- Statement of Work which will be attached to, and form a part of, each final contract negotiated with successful Proposers for each of the various Polygons included in the Project.

# QUESTIONS AND POLYGON MAP CHALLENGE INFORMATION.

1. No interpretation of the meaning of the specifications or other pre-proposal documents will be made to any Proposer orally. Every request for such interpretation should be in writing addressed to Randy Vankirk, Director of Purchasing, Washington County Purchasing Office, 95 W Beau Street, Suite 430, Washington, PA 15301 on or before **March 15, 2024**. Questions may also be sent by email to Dalton Thompson, Contract Manager [dalton.thompson@co.washington.pa.us](mailto:dalton.thompson@co.washington.pa.us) and/or Randy Vankirk, Director of Purchasing, at  [vankirkr@co.washington.pa.us](mailto:vankirkr@co.washington.pa.us). To be given consideration, written request must be received no later than March 15, 2024. Any and all such interpretations, and any supplemental specifications will be in the form of written addenda to the specifications which, if issued, will be posted on the County website. **Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under this proposal as submitted**. All addenda so issued shall become part of the bid documents.
2. Polygon Map Challenge Information – In order to have the most accurate and up to date information, there will be a Polygon Map Challenge Period from December 1, 2023, through and including January 15, 2024. Proposers are invited to make recommendations, which will be considered by County personnel, to add or remove locations from the various Polygons and to add or delete Polygons from those shown on Schedule 1 to this RFP. Every recommendation relating to the Polygon Challenge should be in writing addressed to Randy Vankirk, Director of Purchasing, Washington County Purchasing Office, 95 W Beau Street, Suite 430, Washington, PA 15301 before or **January 15, 2024**. See also Item VI below regarding Pre-Proposal Conferences.

# SCOPE OF WORK POLYGONS

1. QUADRANT 1: 39 Polygons
2. QUADRANT 2: 52 Polygons
3. QUADRANT 3: 34 Polygons
4. QUADRANT 4: 44 Polygons

Please refer to Attachment 1 hereto for a listing of the Polygons applicable to this RFP and to the Washington County Website for the available additional information and details for each Polygon.

Additionally, the Proposer must provide a single point of contact with technical expertise directly accessible via a direct telephone number of a non-public nature. The Proposer will also provide the County with direct access to the provider’s technical staff at the Proposer’s NOC (Network Operations Center), which shall be manned 24/7/365. The Proposer must provide for proactive and documented problem escalation procedures. The proposal must include ALL associated costs.

# PRE-PROPOSAL CONFERENCES

There will be a second pre-proposal conference for this RFP tentatively scheduled for February 20, 2024, in order to discuss revisions to the RFP and the applicable Polygons.

Specific questions and comments should still be submitted in writing as set forth above in Item IV above.

# INSTRUCTIONS TO PROPOSERS

Proposals will be received at the Office of the Washington County Controller, 100 West Beau Street, Suite 403, Washington, Pennsylvania 15301, (a) beginning on the later of (i) February 1, 2024, or (ii) the end of the Polygon Map Challenge Period, as described above in Item IV, and issuance or release of final modified maps and RFP documents, if any, and (b) ending at until **11:00 a.m.** Prevailing Time, on Tuesday, **March 26, 2024** and immediately be read in the Controllers' Office, 100 West Beau Street, Suite 403. **Late proposals will not be accepted. Names only will be read at this time.**

Proposers must include their name, address, and contact information on the envelope. It is the Proposer’s responsibility to ensure that proposals are received prior to the stated submission deadline. The proposal must include information responsive to items (1) through (10) set forth below.

Proposers must include the following as part of their proposal:

1. ***Signature sheet/Proposal Form*** must be submitted as first pages of the response, pages 4-6 in this RFP. Excel Spreadsheet titled 032624-Broadband RFP IV Bid Sheet attached to the signature sheets and proposal forms.
2. ***Cover Letter.*** The proposal must be submitted with a cover letter describing the Proposer’s interest and commitment to the proposed project. The letter must include the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the Proposer to negotiate a contract with the County must sign the cover letter.
3. ***Approach and Management Plan****.* Describe the approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among Proposer staff, County staff, and any other parties that may have a significant role in the delivery of this program.
4. ***Qualifications and Experience.*** Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.
5. ***Staffing Plan.*** Provide a staffing plan and an estimate of the total hours, detailed by position, required for the project tasks as outlined. Discuss the workload for all key team members and their capacity to perform the requested services for the project, according to your proposed schedule.
6. ***Work Plan and Schedule.*** Describe how you will perform each task of the project, identify deliverables for each task, and provide a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. Discuss the approach for completing the requested services for the project deadlines. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal.
7. ***Cost Proposal.*** The Cost Proposal shall include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members inclusive of all services, expenses and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.). The estimated level of hours for other staff can be summarized in general categories.
8. ***Cost Control.*** Provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
9. ***References.*** Provide at least three (3) references (names, email addresses, and current phone numbers) from recent projects similar in scope and size. Include a brief description of each project associated with the reference and the role of the respective team member(s) who would be assigned to the project. Proposer must submit references using Attachment 3: Reference Form.
10. ***Additional Relevant Information.*** The Proposer should submit additional relevant information that addresses the additional matters covered in Schedule 2 to this RFP, entitled “RFP Guidance; Scope of Work; Timeline and Related Matters. This additional information will be considered in the award process and the determination of which bids provide the best value for the County.

# CONTRACT FORM

By submitting a proposal, Proposer agrees to comply with the requirements of the RFP, including the general terms and conditions of the Sample Contract attached hereto as Exhibit F. Proposer shall review the attached Sample Contract and note exceptions. Unless Proposer notes exceptions in its proposal, the County intends to enter into a Contract for Services with the successful Proposer substantially in the form set forth in the Sample Contract. It may be possible to negotiate some provisions of the final Contract; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Therefore, the County will consider the Scope of requested exceptions in the evaluation of proposals.

Any proposal that is conditioned upon the County’s acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the County’s Legal Counsel.

In the event that the parties do not reach mutually agreeable terms, the County may terminate negotiations and commence negotiations with the next highest-ranking Proposer.

# AWARD PROCEDURE

1. The County shall engage in individual discussions with two or more Proposers deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Proposers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as technologies to be utilized and alternative concepts. At the discussion stage, the County may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. All information is kept confidential until award of contract. Upon award of contract all information that is considered “Public Information” in accordance with the PA “Right to Know Law” will be made available to the Public. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more Proposers whose professional qualifications, technologies and proposed services provide the best value to the County. Negotiations shall then be conducted, beginning with the Proposer ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified and suitable than the others under consideration and clearly provides the best value to the County, a contract may be negotiated and awarded to that Proposer.

## RFP Amendment, Cancellation, Withdrawal and Right of Rejection.

* 1. The County reserves the unilateral right to amend this RFP in writing at any time by posting the addendum on the website. The County may extend the deadline for submission of proposals by written addendum. Proposers are responsible to view the website periodically for any addendum to the RFP. Proposers shall respond to the final written RFP, its exhibits and attachments, and all addenda. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel, withdraw or reissue the RFP in its entirety or with respect to any or all Polygons.
  2. The County reserves the right, in its sole discretion, to waive minor informalities in proposals provided such action is in the best interest of the County. Where the County waives minor informalities in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.

1. ***Confidentiality.*** The County will retain a master copy of each proposal to this RFP, which becomes public record after the notice of intent to award unless the proposal or specific parts of the proposal can be shown to be exempt by law under PA Right to Know laws. If a proposer believes that any portion of its proposal contains any information that is a trade secret under or otherwise is exempt from disclosure under the PA Public Records Law, that Proposer shall complete and submit the Attachment 2: Trade Secret Form and a fully redacted version of its proposal.

Proposer is cautioned that cost information generally is not considered a trade secret under Pennsylvania Public Records Law and identifying the proposal as confidential, in whole or in part, as exempt from disclosure is not acceptable. County advises each Proposer to consult with its own legal counsel regarding disclosure issues. If proposer fails to identify the portions of the proposal that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

1. ***Proposer Responsible for Incurred Costs.*** The County shall not be liable for any expenses incurred by Proposer in both preparing and submitting its proposal or contract negotiation process, if any.
2. ***Cooperative Purchasing.*** Other public agencies within the County of Washington may use the purchase agreement resulting from this Request for Proposals unless the Proposer expressly notes in their proposal that the prices quoted are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful Proposer; the County accepts no responsibility for performance by either the successful Proposer or such other agency using this agreement. With such condition, the County consents to such use by any other public agency within the State of Pennsylvania.

# GENERAL TERMS & CONDITIONS

* + 1. Mark outside of envelope with RFP # **032624-Broadband-RFP**IVand proposal subject, Broadband Services.
    2. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the Proposers for ensuring that their proposals are stamped by Controller’s office personnel before the deadline indicated on Page 1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during this RFP process.
    3. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County reserves the right to reject any or all proposals received. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
    4. Any proposal submitted MUST include the Signature Sheet which has been signed by an individual authorized to bind the Proposer. All proposals submitted without such signature may be deemed non-responsive.
    5. RFP Process: Proposers are to submit written proposals which present the Proposer’s qualifications and understanding of the work to be performed. The Proposer’s proposal should be prepared simply and economically and should provide all of the information which it considers pertinent to its qualifications for the project, and which responds to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. Proposer is requested to respond to each section/subsection in the order in which it appears in the RFP.
    6. SPECIAL TERMS AND CONDITIONS
       1. Non-Appropriation: The continuation of the terms, conditions, and provisions of this contract beyond the initial term is subject to approval and ratification by the Washington County Board of Commissioners and appropriation by the Board of the necessary funding for said contract for each succeeding period.
       2. Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Washington and the Contractor, must be resolved in the Courts in the jurisdiction of Washington County, Pennsylvania.
       3. Termination: It shall be the sole right of the County, to terminate any contract upon thirty

(30) days written notification to the Contractor.

* + - 1. Modification: The resulting contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of this Contract.
    1. Right to Audit: Contractors records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract or such other records for such purposes as may be required by applicable law.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract or otherwise as may be required by applicable law.

The County shall have access to Contractor’s facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County’s audit shall be paid by Contractor.

* + 1. Washington County may request a complete background search of any individual working on County projects to determine if the individual has committed any serious acts and has been cleared by the Pennsylvania State Police before being placed on the job in County facilities.
    2. Drug Free Workplace: During the performance of this contract, the contractor agrees to:
       1. Provide a drug-free workplace for the contractor’s employees
       2. 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
       3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace

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.

* + 1. Environmental Management: Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations, if any.
    2. Finance Charges: Washington County will not pay any finance charges imposed on any invoices submitted by the contractor relative to this RFP.
    3. Permits and Fees:

If applicable, the Construction Contractor shall secure and pay for, all permits, fees licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the agreement and which are legally required.

* 1. **SCHEDULES AND EXHIBITS**

Each of the following Schedules and Exhibits form a material part of this RFP: Schedule 1 (List of Phase IV Polygons; Schedule 2 – RFP Guidance; Scope of Work; Timeline and Related Matters; Exhibit A— Trade Secrets Form; Exhibit B — References Form; Exhibit C --Anti-Collusion Affidavit; Exhibit D – Insurance Requirements; Exhibit E – Compliance with Applicable Laws, and Exhibit F – Sample Contract- #032624 Broadband RFP IV Agreement (including all Attachments).

# REFERENCES

Proposers should include as part of their proposals a list of approximately three clients for whom similar projects have been performed, who could attest to the quality of previous work, timeliness, diligence and ability to meet budget and schedule. Include contact persons, addresses and telephone numbers.

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**SCHEDULE 1**

(List of Phase IV Polygons)



**SCHEDULE 2**

**RFP Guidance; Scope of Work; Timeline; and Related Matters**

**SCOPE OF WORK**

Washington County is open to all proposed technology solutions, but a wireline fiber optic solution is the preferred technology. Due to topography natural obstacles and remoteness, alternative and hybrid technology solutions are acceptable. Washington County requires at a minimum of 100Mbps upload and download speed for each resident who receives service.

The Proposer’s design and installation shall be in compliance with the following documents:

TIA- 758-B, BICSI Outside Plant Manual 6th edition, NESC (2017 ed.), NPF (2017 ed.), NEC 250 (2017 ed.)

**A.1 WORKFLOW APPROACH**

The work to be done under this contract will require specific expertise in the field of OSP (Outside Plant Construction). This section should describe the Proposer’s work plan and proposed technologies that would be used to meet the specific needs of Washington County. Washington County expects the basic following workflow and the winning Vendor to follow:

*Planning and engineering design*

*Permitting*

*Equipment and material acquisition and staging*

*Construction*

*Project deliverables*

*Testing, Activation, Speed Qualification Updates*

**Planning and Fiber Engineering:** The construction planning phase of the project will include the preparation of preliminary layouts, detailed design and construction plans, and cost estimates. Project specifics will be tracked to monitor construction status and ensure a smooth workflow during each step from startup to project completion.

**Permitting**: Washington County expects the winning Vendor to submit and obtain all necessary permits per their own OSP design. Washington County does not need to see permits in order for Vendor to construct but reserves the right to monitor the submittal process. (i.e., Aerial, UG, Public and Private ROW)

**Equipment and Material Acquisition and Staging**: Washington County leaves all responsibility for procurement of equipment and materials on the winning Vendor. Staging of equipment must follow local and state guidelines.

**Fiber Construction**: The construction work will include placement and splicing of fiber and/or coax cable (if approved). Placement of fiber and how it will be constructed and spliced will be at the discretion of the winning Vendor. Internal and/or contractor resource options will be utilized as needed to meet completion targets. Any needed rights of way or permits will be obtained by the winning Vendor. Project status will be monitored and inspected by Washington County on a regular basis.

**PROJECT DELIVERABLES**:

The following are the required deliverables for this project.

Pre-construction Drawings

* + - *Must include the conceptual network design.*
    - *Must be in the state plane coordinate system (SPCS), PA south zone, NAD83, units feet.*
    - *Must be in PDF, GIS, AutoCAD, MicroStation, and Google Earth format.*

Post-construction as-built Drawings

* + - *Must include any “in-field” modifications to the pre-construction drawings.*
    - *Must be in the state plane coordinate system (SPCS), PA south zone, NAD83, units feet.*
    - *Must be in PDF, GIS, AutoCAD, MicroStation, and Google Earth format.*

Network Performance

* + - *The winning Vendor will perform post-construction speed testing to verify the newly constructed locations upload and download proposed speeds have been attained.*
    - *A summary report will provide details on the overall process and the results of the performance test of the newly constructed network.*

Bi-Weekly Progress Reports

* + - *Provide a brief summary of the construction progress that has been made. Include in the bi-weekly summary all anticipated progress for the next reporting period, and any scheduling or safety concerns of note.*

**Testing, Activation, Speed Qualification Updates:** As fiber lines are completed, work on equipment installation, testing and turn up will get underway. Once site testing is completed and equipment activated, location records will be updated reflecting the speeds available at specific addresses, and the new locations readied for service.

**A.2 PROPOSED SOLUTIONS**

As stated previously, a 100% wireline solution is the preferred technology for this project. This wired solution is preferred to ensure the fastest broadband connectivity is attained, allow for future expansion, and to provide the most reliable broadband solution to the residents of Washington County. Proposers may elect to propose a combination of technologies to provide a hybrid approach. Please be sure to clearly explain any proposed hybrid solution if a hybrid solution needs to be proposed.

**All proposed solutions must reliably deliver minimum symmetrical download and upload speeds of 100 Mbps.** Where not feasible either due to geography, topography, or excessive costs associated with such a project, the final service provided must be at least 100 Mbps download speed and between 20-100 Mbps upload speed and scalable to 100 Mbps symmetrical. Washington County encourages higher speed solutions and will consider the proposed speeds during proposal evaluation.

Proposals should describe the proposed fiber construction, aerial % and underground % and other appurtenances needed to successfully meet the needs of the proposed solution. Details on equipment installation, testing, **cost to resident** and turn-up should also be described.

**A.3 NETWORK DESIGN**

All Proposers must provide a conceptual network design for their proposed areas of construction. All high-level network designs must include, at a minimum, a percentage of aerial and underground of the backbone and lateral lines to the locations that are included in this proposal package. The conceptual network design must also include proposed technology, proposed broadband download and upload speeds, and upgradeable speed for future expansion. Hybrid solutions must clearly indicate the type of alternative solution(s), location of alternative equipment, proposed broadband download and upload speeds, and upgradeable speed for future expansion. Acceptable file formats for the conceptual design are GIS (\*.shp or \*.gdb), AutoCAD (\*.dwg), and Google Earth (\*.kmz or \*.kml).

**A.4 LOCAL IMPACT TO WASHINGTON COUNTY**

Washington County seeks the best economic solution for its residents. Proposers should describe their proposed low-cost broadband subscription plans, rates, terms, and conditions, and how they propose to provide viable and sustainable affordability options to Washington County residents. Proposers shall use this section as an opportunity to describe how their proposed solution will have a lasting and positive impact to Washington County.

**ARPA funding** may be used for this project. The PROPOSER shall ensure their proposed solutions, engineering, and final construction will **comply with all ARPA requirements.**

**A.5 WASHINGTON COUNTY DESIRED PROJECT TIMELINE**

**PROPOSED SCHEDULE/TIMELINE TO COMPLETE CONSTRUCTION**

All Proposers must submit a detailed project schedule with their proposal. The schedule must include logical and regular project milestones that fit within Washington County’s previously stated timeline of events.

|  |  |
| --- | --- |
| Circulate via LinkedIn | **November 15, 2023** |
| Observer Reporter, County Website Advertisement and RFP Release | **December 1, 2023 and**  **December 8, 2023, February 9th and February 16, 2024** |
| Challenge Process Begins | **December 1, 2023** |
| Conference Call For All Interested Proposers Re: Challenge Process and Questions  (See Washington County website at [www.co.washington.pa.us/purchasing for](http://www.co.washington.pa.us/purchasing%20for) time and call-in information) | **December 5, 2023** |
| Challenge Process Completion | **January 15, 2024** |
| Release of Modified Maps and Recirculate RFP Document | **February 13, 2024** |
| Conference Call For All Interested Proposers Re: RFP Revisions and Questions  (See Washington County website at [www.co.washington.pa.us/purchasing for](http://www.co.washington.pa.us/purchasing%20for) time and call-in information) | **February 20, 2024** |
| Proposed Deadline and RFP Public Opening  (Names only will be read at this time.) | **11:00 a.m. March 26, 2024** |
| Contract Negotiations | **30-60 Days Post Award** |
| Contract Desired Execution | **60 Days Post Award** |
| Construction/Engineering Begins | **60-90 Days Post Award** |
| 25% Completion, Second Invoicing | **Within 6 Months of Contract Execution** |
| Final Completion of Construction | **18-24 Months Post Award** |
| Inspections, Invoicing, As Build Maps, Project Close-Out | **Within 60 Days of Final Completion** |

**EXHIBIT A**

**Trade Secrets Form**

1. I am an authorized representative of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about (the “Proposal”), to Washington County in response to Request for Proposals C25102-CS-948- 21, for Broadband Consulting Services and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Pennsylvania’s Public Records Law, Pennsylvania Revised Statutes (“ORS”) 192.311 through 192.431, and the Uniform Trade Secrets Act as adopted by the State of Pennsylvania, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Pennsylvania Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the “Exempt Information”), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes “Trade Secrets” under either the Pennsylvania Public Records Law or the Uniform Trade Secrets Act as adopted in Pennsylvania because that information is either:
   1. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
      1. is not patented,
      2. is known only to certain individuals within the Proposer’s organization and that is used in a business the Proposer conducts,
      3. has actual or potential commercial value, and
      4. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

Or

* 1. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
     1. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
     2. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

1. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Authorized Representative Signature

Proposer identifies the following information as exempt from public disclosure:

# EXHIBIT B

# REFERENCES FORM

Proposer must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

## Project Reference #1

Name of Project: Project Location: Project Date:

Firm Name for Contact Person #1: Name of Contact Person #1:

Telephone Number for Contact Person #1: Email Address for Contact Person #1:

## Project Reference #2

Name of Project: Project Location: Project Date:

Firm Name for Contact Person #1: Name of Contact Person #1:

Telephone Number for Contact Person #1: Email Address for Contact Person #1:

## Project Reference #3

Name of Project: Project Location: Project Date:

Firm Name for Contact Person #1: Name of Contact Person #1:

Telephone Number for Contact Person #1: Email Address for Contact Person #1:

The references will be used to confirm the selection rather than as an evaluation criterion. However, if several Proposers are close in the final evaluation, references may be used to select the best evaluated proposers.

# EXHIBIT C

**EXHIBIT D**

INSURANCE REQUIREMENTS FOR VENDORS DOING BUSINESS WITH WASHINGTON COUNTY

The awarded vendor must furnish and keep in full force, during

the term of this contract, the following insurances:

Unless waived by the County in writing, Contractor shall obtain insurance of the types and in the amounts described below:

1. Commercial General and Umbrella Liability Insurance:
   1. ) Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than $1,000,000 each occurrence unless specified on addendum XXX. If such CGL insurance obtains a general aggregate limit, it shall apply separately to this location or project. CGL insurance shall be written on ISO occurrence form (or substitute form providing equivalent coverage). County of Washington shall be included as an insured under the CGL, using ISO additional insured endorsement CG2026 or a substitute providing equivalent coverage, and under the Commercial Umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County of Washington. There shall be no endorsement or modification of the CGL policy which limits coverage for liability arising from claims based on sexual abuse or molestation. If such an endorsement has been added to the Contractor’s CGL insurance, Contractor shall be required to obtain separate insurance coverage for claims based on sexual abuse or molestation.
2. Business Automobile and Umbrella Liability Insurance:
   1. ) Contractor shall maintain Business Automobile Liability, and if necessary, Commercial Umbrella Liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any automobile, including owned, hired and non-owned automobiles. Business automobile coverage shall be written on ISO form CA0001 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of CA0001.
3. ) Personal Injury, Professional Liability, and Umbrella Liability:

Contractor further agrees as follows:

* 1. ) Personal Injury, professional liability and umbrella liability covering the risks of false arrest, false imprisonment, malicious prosecution, defamation of character, libel or slander, and all physical injury caused by negligent acts of contractors and agents while acting within the scope of their duties for a limit of not less than $1,000,000 each occurrence and shall include liability assumed in a contract.

1. Workers Compensation Insurance:

Contractor shall maintain Workers Compensation and Employers Liability Insurance.

* 1. ) The Employers Liability and/or Umbrella Liability limits shall not be less than $100,000 each accident for bodily injury by accident, $100,000 each employee for bodily injury by disease, $500,000 policy limit for bodily injury by disease.

1. Insurance Requirements for all Policies:
   1. ) Contractor waives all rights against County of Washington and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance maintained pursuant to previous paragraph of this agreement.
   2. By requiring insurance herein, County of Washington does not represent that coverage and limits will necessarily be adequate to protect contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's Liability under the indemnities granted to County of Washington in this contract.
   3. ) If Contractor's Liability does not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.
   4. ) Prior to the commencement of terms of this contract, contractor shall furnish County of Washington with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
   5. ) All certificates of insurance shall provide for 30 days' written notice to County of Washington prior to the cancellation or material change of any insurance referred to therein.
   6. Failure of County of Washington to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County of Washington to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractor's obligation to maintain such insurance.
   7. ) Failure to maintain the required insurance may result in termination of this contract or other punitive measures, such as withholding payments or denying access to the premises at County of Washington's option.
   8. ) The contractor must agree to hold harmless and indemnify Washington County and its officials from and against any and all liability arising out of any action, claimed demand, suit, or cause of action which may be made or asserted against the County of Washington and its officials by reason of any acts of the agency, or its performance of the services contemplated by this contract. The contractor insurance policy including: Commercial General Liability, Automobile Liability, or Umbrella Liability Insurance must be endorsed to include the County of Washington as additional insured.
   9. Certificates of Insurance must be delivered to Washington County within five (5) days after the award evidencing these coverages.
   10. Insurance as required in the foregoing paragraphs shall be placed with an insurer acceptable to the County with a Best Rating of A- or better.

Contractor:

By: Printed Name: Title:

**EXHIBIT E**

COMPLIANCE WITH APPLICABLE LAWS

Contractor shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this Agreement. As part of such compliance, Contractor agrees to accept and comply in full with all provisions, terms, and conditions set forth within the Washington County contracts, including, without limitation, this Agreement. Contractor shall be held to agree to these provisions for itself, its successors, and assigns.

Contractor shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, federal executive orders, guidance, codes, final and non- appealable orders, decisions, injunctions, judgments, awards and decrees (“**Applicable Laws**”) that relate to its obligations under this Agreement. Contractor agrees to comply with all Applicable Laws, including but not limited to applicable bidding, procurement, funding-source requirements, applicable labor laws, applicable employment laws, applicable non-discrimination laws, applicable provisions of the Hatch Act, the Davis Bacon Act, the Pennsylvania Prevailing Wage Act, and other Applicable Laws. Contractor shall not discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, sex (including sexual orientation and gender identity), religion or any other unlawful basis with respect to its use of Local Fiscal Recovery Fund money received from the County.

Contractor shall ensure that any permitted subcontractors are bound by requirements that are substantially the same as the obligations of Contractor hereunder.

Applicable federal statutes and regulations prohibiting discrimination include, without limitation, the following:

* 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Pursuant to federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for its employees when operating employer-owned, rented, or personally owned vehicles.

Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**EXHIBIT F**

**SAMPLE CONTRACT**

**#032624-BROADBAND RFP IV AGREEMENT**

THIS AGREEMENT is made as of the day of , 2024 (the “Effective Date”), by and between the COUNTY OF WASHINGTON, a fourth-class county duly incorporated under the laws of the Commonwealth of Pennsylvania (hereinafter "**COUNTY**"),

A

N

D

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter "**CONTRACTOR**").

WHEREAS, County needs broadband services as set out and defined herein as part of the Work for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the target locations referenced in Attachment A; and

WHEREAS, Contractor has agreed to provide broadband services and perform the Work in the target locations specified in Attachment A; and

WHEREAS, the parties have reached an agreement and wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK; DELAYS AND FORCE MAJEURE:**

1. Contractor agrees to perform the work and provide the services as listed and described in this Agreement, including, without limitation, the Statement of Work for the locations within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, consisting of \_\_\_\_ miles of fiber herein included as "Attachment A" ("SOW"), the County’s Request for Proposal for Contract # 032624-Broadband RFP IV ("RFP"), Contractor’s Proposal in response thereto dated \_\_\_\_\_\_\_\_ (the “Original Proposal”) and any amendments or modifications thereof to the original proposal(collectively the "Proposal”), (collectively, the "Work"). Where a conflict exists between the terms of this Agreement and the RFP or the Proposal, the terms of this Agreement shall prevail over the RFP and the terms of the RFP shall prevail over the Proposal.

2. Time is of the essence in the performance of this Agreement. A delay in the completion of Work shall be an event of default pursuant to this Agreement and the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice and to procure substitute Work from another contractor, which shall be limited to completing Work not completed pursuant to this Agreement by Contractor (the “Substitute Work”). County reserves the right to offset the remaining consideration otherwise payable by the County hereunder to Contractor to pay the actual and reasonable costs of such Substitute Work (the “Remaining Funds”). For the avoidance of doubt, Contractor’s liability shall be limited to actual and reasonable costs of Substitute Work exceeding the Remaining Funds. County shall make best efforts to ensure Substitute Work is completed in the most cost-efficient manner.

For the purpose of the foregoing, a delay shall mean the failure of Contractor to complete any of the various phases of the Work to be covered by this Agreement within thirty (30) calendar days of the time periods set forth in the Work Plan and Schedule set forth in Contractor’s Proposal Amendment for the target locations specified in the SOW as the same may be revised from time to time with the consent of the County. Notwithstanding the foregoing, Contractor’s failure to complete Work within the thirty (30) calendar day period shall not be a delay if the Parties extend such period by mutual written agreement or so long as Contractor attempts to cure the cause of such failure. For purpose of this paragraph, the County designates the Washington County Director of Purchasing, currently Randy K. Vankirk, as its representative with power and authority to agree to a revision to such Work Plan and Schedule; provided, however, in no event shall the date for final completion of all Work covered by this Agreement extend beyond \_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Except as provided herein, neither party hereto shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the control of the impacted party (“Impacted Party”), including the following force majeure events (“Force Majeure Event(s)”): (a) acts of God; (b) flood, fire, earthquake, epidemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (g) delays in obtaining necessary permits, permissions, or approvals from any government or third-party. The Impacted Party shall give notice within seven (7) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause and shall take all action necessary or appropriate to complete the Work by the final completion date.

Notwithstanding the foregoing, in no event and under no circumstances shall any delay resulting from a Force Majeure Event extend the time for final completion of the Work beyond \_\_\_\_\_\_\_\_\_\_\_\_\_, and the Impacted Party shall take all actions and do all things necessary to meet that final deadline for final completion of the Work.

4. For the purpose of this Agreement, final completion of the Work means that all aerial and underground cables, fiber optics, fiber strand, fiber splitters and fiber enclosures required for the target locations have been installed, tested and are ready to serve all residential and commercial locations in the target locations in accordance with the terms of this Agreement and all Project Deliverables and other obligations of Contractor with respect to such Work have been completed.

5. Contractor shall secure and pay for all permits, fees licenses and related inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of this Agreement and which are required by Applicable Law or the terms of this Agreement.

6. Contractor understands that the target locations may have within their respective geographical/service boundaries designated as Rural Digital Opportunity Fund (“RDOF”) areas, and that the Work covered by this Agreement includes all Work in each of the target locations irrespective of the RDOF designation, but no consideration paid by the County may be used for Work in the RDOF designated locations. Contractor shall be solely responsible for completing the Work in the RDOF locations, within the time periods required by this Agreement, at its sole cost and expense without the use of any County/ARPA funds.

1. **TERM OF AGREEMENT:**

The term of this Agreement will be from the Effective Date until final completion of the Work, unless otherwise terminated pursuant to the terms of this Agreement (the “Term”). Any continuation of the term of this Agreement beyond the Date for Final Completion of the Work as set forth in Attachment A to this Agreement is subject to approval and ratification by the Washington County Board of Commissioners and appropriation of the necessary funding for said contract for each succeeding period.

1. **COMPENSATION:**

As consideration for the services to be rendered under this Agreement, County agrees to pay Contractor a sum not in excess of **$\_\_\_\_\_\_\_\_\_\_\_**. County shall not pay any finance charges imposed on any invoices submitted by Contractor relative to this Agreement. Funding for the remaining balance of the total cost of the Work, estimated to be $\_\_\_\_\_\_\_\_\_\_, shall be provided by and be the sole obligation of the Contractor to pay.

County Compensation payment schedule: .

Contractor may submit invoices no more than once per quarter for Work properly performed under this Agreement. No advance payments or billings are allowed. Payment by the County shall require the submittal of an itemized invoice, which shall include, but not be limited to, a description of the activities performed to achieve the milestones of the Work set forth above, the cost of such activities, and the time period covering such performance. The County shall render undisputed payment for Work within forty-five (45) days of the County’s receipt of a properly prepared invoice. Payment shall be considered made when the County mails the check.

The County, at project completion, may require Contractor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Contractor’s performance hereunder. The County reserves the right to require Contractor at project completion to furnish the County with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof. In any event, without regard to the foregoing, Contractor agrees to indemnify, defend and hold harmless the County, its officials, employees and agents from and against any and all claims, actions and causes of action, liabilities, losses, costs, damages and expenses, including without limitation reasonable attorney and other professional fees and costs of litigation, asserted by any contractor, subcontractor, materialman or supplier of or to Contractor arising out of or relating to any claim for non-payment with respect to any of the Work to be performed under this Agreement.

1. **WARRANTY:**

Contractor warrants to the County that all Work performed hereunder shall be done in a good and workmanlike manner and shall comply with industry standards, including as to quality of materials, and this Agreement, and that Contractor will comply all Applicable Laws as defined in Article XXII (Source of Funds; Compliance) and provided for in Articles VII ( Non-Discrimination; Compliance with Applicable Laws) and elsewhere in this Agreement Contractor shall promptly re-perform relevant aspects of the Work, after receiving notification from the County of defects or nonconformance.

**V. INTELLECTUAL PROPERTY:**

1. Work Product: The County, its departments, employees, agents, or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by Contractor in the performance of this Agreement, subject to the confidentiality provisions in V.3, below. Materials indicated as proprietary or confidential in nature may be restricted in reproduction with mutual consent, subject to the confidentiality provisions in V.3, below. The ownership and right of control of all reports, records, and supporting documents prepared solely in connection with the services performed pursuant to this Agreement shall vest exclusively with the County and shall remain, at all times, at the Contractor’s Office, with a copy sent to the County, however, that Contractor shall have such right of access to such reports, records, and supporting documentation as necessary for the provision of professional services hereunder. For the avoidance of doubt, Contractor shall continue to own all rights to all reports, records and supporting documents that were created prior to the Effective Date.

2. Patents, Copyrights, Trademarks: To the best of its knowledge, Contractor warrants, represents and covenants that, as of the Effective Date, the Work will not infringe directly or indirectly any valid patent, copyright, property right or trademark. Notwithstanding the foregoing, Contractor agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys’ fees, arising out of Contractor caused, alleged or actual, copyright, property right, trademark or trade secret infringement resulting from the use of Project Deliverables provided in the performance of Work.

3. Confidentiality:

a) The Parties agree that during and after the expiration or termination of this Agreement, neither Party, nor any person, firm, corporation or other entity affiliated with, owned in whole or in part by, employed by or otherwise connected with the receiving Party, shall directly or indirectly, without the express written consent of the disclosing Party, divulge, use, sell, exchange, furnish, give away, or transfer in any way the Confidential Information of the disclosing Party.

b) The Parties agree that, during the term of this Agreement and for a period of three (3) years from the expiration or termination thereof, any Confidential Information received from the other Party:

i. will only be used for the purpose of performing obligations and exercising rights under the Agreement;

ii. will not be disclosed to any third party without prior written approval of the disclosing Party, except for disclosures to third parties that are expressly contemplated hereunder;

iii. may only be disclosed within the receiving Party’s organization to employees that have a “need-to-know” such information in connection with the performance of the receiving Party’s obligations under the Agreement and who have been advised of the obligations regarding Confidential Information under the Agreement;

iv. will be treated with at least the same degree of care as the receiving Party treats its own Confidential Information, but in no event less than a reasonable degree of care;

v. will be copied only to the extent necessary for the purposes of this Agreement; and

vi. will remain the property of the disclosing Party.

c) In the event that the receiving Party is served with a subpoena or other validly issued administrative or judicial process demanding the Confidential Information of the disclosing Party, the receiving Party shall promptly notify the disclosing Party so that the disclosing Party may seek a protective order or other remedy. The Parties shall reasonably cooperate with each other to quash such process or otherwise to limit the scope of any required disclosure. Unless the demand shall have been timely limited, quashed, or extended, the receiving Party shall be entitled to comply with such demand to the extent permitted by law. In the event that disclosure of any Confidential Information is compelled, the disclosing Party may, with the reasonable assistance of the receiving Party but at no cost to the receiving Party seek an appropriate protective order from the court or administrative body to limit access to the Confidential Information.

d) Upon the expiration or termination of this Agreement or upon the disclosing Party’s request, the Contractor shall return all Confidential Information to the disclosing Party or at the disclosing Party’s option, destroy all Confidential Information and provide, within ten (10) days of the disclosing Party’s request, a written certification that all Confidential Information in all formats, including without limitation, paper, electronic and disk form, have been returned or destroyed, as the case may be.

e) Each Party acknowledges that unauthorized disclosure or use of the other Party's Confidential Information could cause irreparable harm and significant injury to the disclosing Party that may be difficult to ascertain. Accordingly, each Party agrees that the disclosing party shall have the right to seek immediate injunctive relief from breach or threatened breach of this Agreement prohibiting any unauthorized disclosure or use of the Confidential Information, in addition to any other rights and remedies the disclosing Party may have.

f) The confidentiality provisions of this section shall survive the termination or expiration of this Agreement.

g) As used in this Agreement, the term "Confidential Information" means commercial or financial information which the disclosing Party establishes is non-public proprietary or confidential information, the disclosure of which would cause substantial harm to the competitive position of the disclosing Party, including, but not limited to, trade secrets as defined in the Pennsylvania Right-to-Know Law, 65 P.S. §§67.101 *et seq*., (the “RTKL”) of the disclosing Party, in oral, visual, written, electronic, or other tangible or intangible form, and which, if disclosed in writing or other tangible form, is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed or within ten (10) days thereafter, is summarized in writing and confirmed as confidential, and all notes, analyses, summaries, and other materials prepared by the receiving Party or any of its employees, consultants, subcontractors, representatives or agents (collectively for this Article V, “Representatives”) that contain, are based on, or otherwise reflect, to any degree, any of the foregoing; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the receiving Party’s or its Representatives' material breach of this Agreement; (b) is obtained by the receiving Party or its Representatives on a non-confidential basis from a third party that, to the receiving Party’s knowledge, was not legally or contractually restricted from disclosing such information; (c) the receiving Party establishes by documentary evidence, was in the possession of the receiving Party or its Representatives prior to the disclosing Party's disclosure hereunder; (d) the receiving Party establishes by documentary evidence, was or is independently developed by the receiving Party or its Representatives without using any Confidential Information, or (e) is a public record as defined in the RTKL.

4. Notwithstanding any other provision of this Agreement the Parties understand and agree that this Agreement and all records (as defined in the RTKL) related to this Agreement, the Work or Contractor’s Proposal are subject to the RTKL, all rules and regulations promulgated thereunder and guides and guidelines produced or promulgated by the Pennsylvania Office of Open Records to assist agencies in responding to RTKL requests and appeals.

**VI. INDEMNITY:**

It is understood that Contractor is an independent Contractor in respect to its performance under this Agreement and shall assume all risks and responsibilities for losses of every description in connection with the service which can be attributed directly to Contractor. Further, THE PARTIES HEREBY waive any and all claims against the OTHER PARTY for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, EQUITY OR OTHERWISE. Notwithstanding the foregoing or any other provision of this Agreement, Contractor agrees to indemnify, defend and hold harmless the County, its agents and representatives, including without limitation, the Washington County Authority and each of their officers, commissioners, agents and employees, for or on account of any claim, action or cause of action, and all liabilities, losses, costs, damages and expenses, including without limitation reasonable attorney and other professional fees and costs of litigation, of whatever nature, under any form or theory of action whatsoever, whether in contract, tort, warranty, negligence, strict liability, indemnity, equity or otherwise with respect to (a) Contractor’s indemnification obligations under Article III hereof, (b) Contractor’s indemnification obligations under Section 2 of Article V hereof, and/or (c) any claim of any third party(ies) for (1) injuries to, or death of, any person or persons, or loss of or damage to property caused by the actions or lack of actions of Contractor or any of its subcontractors, or any of their agents or employees in fulfilling the terms of this Agreement, and/or (2) any intentional or willful misconduct by Contractor or any of its subcontractors or any of their agents or employees. In addition, but subject to the exclusions of certain types of damages as set forth above in this Article VI, Contractor also agrees to indemnify, defend and hold harmless the County, its agents, representatives and employees, for or on account of any other claim, action or cause of action, and all liabilities, losses, costs, damages and expenses, including without limitation reasonable attorney and other professional fees and costs of litigation, arising out of or related to any uncured material breach of this Agreement by Contractor or its subcontractors, or any of their agents or employees. In the event that Contractor fails to complete the Work by the date for Final Completion and the County thereafter is required to return or re-pay any portion of the funding it received under ARPA or other funding source for the completion of the Work under this Agreement, to the extent paid or payable to the Contractor hereunder shall not be considered to be “lost or expected profits, consequential damages and/or incidental damages” waived or otherwise excluded from recovery under this Agreement.

**VII, NON-DISCRIMINATION; COMPLIANCE WITH APPLICABLE LAWS:**

In the performance of its obligations under this Agreement, Contractor shall comply with the provisions of all Applicable Laws as defined elsewhere in this Agreement, including, without limitation, all federal, state and local laws prohibiting discrimination on the grounds of age, race, color, sex, national origin, religion, citizenship, disability, sexual orientation, or veteran status, and all applicable federal, state and local environmental regulations, if any. Contractor also agrees to comply with the provisions of the Non-Discrimination Clause herein included as "Attachment B". Further, Contractor agrees to comply with all applicable statutes, governmental regulations, judicial determinations and grant provisions.

**VIII. DRUG FREE WORKPLACE; BACKGROUND CHECKS:**

1. Drugfree Workplace: During the performance of this Agreement, Contractor agrees to:

(a) Provide a drug-free workplace for Contractor’s employees

(b) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(c) State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace

For the purposes hereof, “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.

2. Adequacy of Personnel:. Contractor shall require all subcontractors to comply with Contractor’s background check requirements set forth in Contractor’s policies and that all subcontractor personnel performing work associated with the Project possess the training, education, experience, and skill reasonably necessary to perform such work. Contractor shall, upon the County’s request, confirm a subcontractor has agreed to and all subcontractor personnel have met Contractor’s background check requirements set forth in Contractor’s policies. The County understands and agrees that Contractor may in good faith and for non-discriminatory and non-arbitrary reasons, request its subcontractors to not have an individual perform or continue performing work on the Project. Contractor shall require its subcontractors to retain proof of compliance with subcontractor’s obligations pursuant to this section for the Term.

**IX. INSURANCE:**

Unless waived by the County in writing, Contractor shall obtain insurance of the types and in the amounts described below:

1. Commercial General and Umbrella Liability Insurance

(a) Contractor shall maintain Commercial General Liability (CGL) and, if necessary to meet the required limit, Commercial Umbrella Insurance with a limit of not less than $1,000,000 each occurrence with an aggregate limit of not less than $15,000,000, unless specified on an addendum to this Agreement. CGL insurance shall be written on ISO occurrence form (or substitute form providing equivalent coverage). County of Washington and the Washington County Authority shall each be included as an insured under the CGL, using ISO additional insured endorsement CG2026 or a substitute providing equivalent coverage, and under the Commercial Umbrella, if used to meet the limit herein required. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to County of Washington with respect to losses for which Contractor is responsible hereunder.

2. Business Automobile and Umbrella Liability Insurance

(a) Contractor shall maintain Business Automobile Liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability for bodily injury or property damage for bodily injury, death or property damage caused by the operation of any automobile, including owned, hired and non-owned automobiles. Business automobile coverage shall be written on ISO form CA0001 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of CA0001.

3. Reserved.

4. Workers Compensation Insurance

Contractor shall maintain Workers Compensation and Employers Liability Insurance as follows:

(a) The Employers Liability and/or Umbrella Liability limits shall not be less than $100,000 each accident for bodily injury by accident, $100,000 each employee for bodily injury by disease, $500,000 policy limit for bodily injury by disease.

5. Insurance Requirements for all Policies

(a) Contractor waives all rights against County of Washington, the Washington County Authority and each of their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability and Automobile Liability Insurance required to be maintained pursuant to this Agreement.

(b) By requiring insurance herein, County of Washington does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on or an alternation of Contractor's Liability under the indemnities granted to County of Washington in this Agreement.

(c) If Contractor's Commercial General Liability policy does not contain the standard ISO separation of insured’s provision, or a substantially similar clause, they shall be endorsed to provide Cross-Liability coverage.

(d) Prior to the commencement of terms of this Agreement, Contractor shall furnish County of Washington with certificates of insurance showing compliance with the insurance requirements set forth above.

(e) All certificates of insurance shall provide for 30 days’ written notice of cancellation or non-renewal to County of Washington by e-mail, save that 10 days’ notice may be given for cancellation due to non-payment of premium. Contractor shall provide 10 days’ written notice of non-renewal.

(f) Failure of County of Washington to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County of Washington to identify a deficiency from evidence that is provided shall not be construed as a waiver of contractor's obligation to maintain such insurance.

(g) Failure to maintain the required insurance may result in termination of this Agreement or other punitive measures, such as withholding payments or denying access to the premises at County of Washington's option, provided that such failure remains uncured for thirty (30) days after receiving prior written notice of such failure.

(h) Contractor shall name the County of Washington and the Washington County Authority as additional insureds under the required Commercial General Liability and Automobile Liability policies, including any Umbrella Liability policy used to meet the required limits.

(i) Certificates of Insurance must be delivered to Washington County and the Washington County Authority within (5) days after the award to evidence the required coverages.

(j) Insurance as required in the foregoing paragraphs shall be placed with an insurer with a Best Rating of A- or better.

**X. FUNDING:**

It is understood that the County's obligations hereunder are expressly conditioned upon the availability of the federal, state and other funding supporting this Agreement. Contractor further agrees that funds under this Agreement shall not be used to replace funds from non-Federal and non-State sources. The Contractor shall ensure their proposed solutions, engineering, Work and final construction will comply with all ARPA, grant, and additional funding requirements, as applicable.

**XI. TERMINATION:**

This Agreement shall continue in force until the end of the Term and shall automatically terminate at the end of the Term, unless County terminates this Agreement earlier by providing thirty (30) days' notice to Contractor of its intent to terminate.

1. Termination for Convenience: County may terminate this Agreement at any time for any reason with or without cause; provided, however, in the event County elects to terminate this Agreement, Contractor shall be entitled to compensation for Work performed in accordance with the terms and conditions of this Agreement up to the point of termination.
2. Termination for Cause: Without limiting any of the provisions of this section, County may terminate this Agreement immediately if,

(i) Contractor defaults in its obligations hereunder, and such default remains uncured for a period of thirty (30) business days following receipt of written notice from County describing the default, provided however, in no event will any cure period extend the time for final completion of all Work beyond \_\_\_\_\_\_\_\_\_\_\_\_;

(ii) Contractor shall make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present or future federal, state, or other law or regulation for the relief of debtors, or shall seek or consent to acquiesce in the appointment of any trustee, receiver, or liquidator of all or any substantial part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or

(iii) a petition shall be filed against Contractor in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation, and shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive), or any debtor in possession, trustee, receiver or liquidator of Contractor or all or any substantial part of the properties of Contractor shall be appointed without consent or acquiescence and such appointment shall remain unvacated or unstayed for the aggregate of sixty (60) days (whether or not consecutive).

**XII. FURTHER REPRESENTATIONS AND WARRANTIES OF CONTRACTOR:**

Contractor makes the additional representations and warranties set forth in this section, which are material representations and warranties upon which County has relied as inducements to enter into this Agreement:

(a) This Agreement constitutes a valid and binding agreement by Contractor, enforceable in accordance with its terms, and neither the execution and delivery of this Agreement nor compliance with any of the provisions hereof will violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation or acceleration under) the terms or conditions or provisions of any note, instrument, bond, lease, mortgage, obligation, agreement, understanding, arrangement, or restriction of any kind whatsoever to which Contractor is a party or by which it or its assets are bound or subject.

**XIII. NOTICES AND ADDRESSES:**

Unless specifically provided herein, all notices required to be given under this Agreement shall be given to Contractor at the following street address (no post office box numbers) and/or telephone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All notices to County shall be given in writing to the Board of Commissioners at the following address: 95 West Beau Street, Suite 605, Washington, Pennsylvania 15301.

County shall have the right to designate in writing an authorized County representative for all matters, including all necessary coordination and communication required to carry out this Agreement, meetings between the parties and all written notices.

**XIV. RIGHT TO AUDIT; REPORTING:**

Contractor’s records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by, and, except as provided herein, at the sole expense of the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract and the amounts paid by Contractor as its share of the Work. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such audits, the County shall have access to said records from the effective date of this Agreement, for the duration of the Work, and for two (2) years (or such longer period as may be necessary or appropriate for the County to comply with all reporting requirements) after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor’s facilities, shall have access to all necessary records, and shall be provided reasonably adequate and appropriate workspace, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

The Contractor shall timely prepare and furnish to the County all reports, reporting data and information required or requested by the County in order for the County to comply with its reporting obligations under all Applicable Law.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees costs from amount payable to Contractor pursuant to this contract.

Notwithstanding the foregoing, if an audit pursuant to this article reveals the County has been overcharged by at least five percent (5%) over the actual amount of invoices, payments or claims submitted to the County, Contractor shall bear County’s reasonable and actual expenses associated with such audit.

**XV. PUBLICITY:**

Neither Contractor nor any subcontractor shall use the name of the County of Washington or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County which approval will not be withheld unreasonably.

**XVI. SEVERABILITY:**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XVII. AMENDMENT:**

No amendment, modification or alteration of the terms of this Agreement, including without limitation the SOW shall be binding unless the same be in writing dated subsequent to the date hereof, and duly executed by the parties hereto.

**XVIII. RIGHTS AND REMEDIES CUMULATIVE:**

The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by the County shall not preclude or waive its right to use any or all other remedies. Said rights or remedies are given in addition to any other rights County may have by law, statute, ordinance, resolution or otherwise.

**XIX. WAIVER OF DEFAULT:**

No waiver by the County of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein.

**XX. NO PARTNERSHIP, AGENCY, OR JOINT VENTURE:**

Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between County, its successors or assigns, on the one part, and Contractor, its successors or permitted assigns, on the other part. It is expressly understood and agreed by the parties hereto that Contractor shall at all times during the performance of services pursuant to this Agreement be acting as an independent contractor and that no act, commission or omission of Contractor shall be construed to make or render County, its principals, agents, or associates liable.

It is further understood and agreed by the parties hereto, that Contractor waives Governmental Immunity as a defense and shall not use the defense of Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the County.

1. **PARTIES BOUND; ASSIGNMENT:**

At all times, this Agreement shall inure to the benefit of County and Contractor and their respective successors and assigns and constitutes a binding obligation upon County and Contractor and their respective successors and assigns. Notwithstanding the foregoing, Contractor shall make no assignment of this Agreement or of any right accruing hereunder, without the prior written consent of County.

**XXII. SOURCE OF FUNDS COMPLIANCE:**

Contractor shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are applicable to any Work performed under this Agreement.  As part of such compliance, Contractor agrees to accept and comply in full with all provisions, terms, and conditions set forth within this Agreement.  Contractor shall be held to agree to these provisions for itself, its successors, and assigns.

Contractor shall comply without additional cost to the County (other than payment of the Compensation provided for in Article III of this Agreement), with all applicable federal, state, and local statutes, laws, rules, regulations, federal executive orders, guidance, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees (“**Applicable Laws**”) that apply to its obligations under this Agreement.  Contractoragrees to comply with all Applicable Laws, including but not limited to applicable bidding and procurement requirements, applicable labor laws, applicable employment laws, applicable non-discrimination laws, applicable provisions of the Hatch Act, the Davis Bacon Act, Pennsylvania Prevailing Wage Act. Contractor shall not discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, sex (including sexual orientation and gender identity), religion or any other unlawful basis with respect to its use of Local Fiscal Recovery Fund money received from the County.

Contractor shall insure that each subcontractor performing Work hereunder has agreed to duties and obligations substantially similar to the provisions of this Section XXII.

Applicable federal statutes and regulations prohibiting discrimination include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Pursuant to federal Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for its employees when operating employer-owned, rented, or personally owned vehicles.

Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**XXIII. ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between County and Contractor with respect to the subject matters of this Agreement, and supersedes all prior agreements, understandings and letters related hereto, unless made by supplemental written agreement, executed and approved by County and Contractor.

**XXIV. HEADINGS:**

The headings used before the various paragraphs of this Agreement are for ease of reference only and do not constitute parts of this Agreement.

**XXV. GOVERNING LAW:**

This Agreement shall be governed by and interpreted under the substantive laws of the Commonwealth of Pennsylvania without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

1. **NO THIRD PARTY BENEFICIARY RIGHTS**:

This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with any Agreement or provision contained herein or contemplated hereby, even if indirectly benefited by it.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the date first above written.

**WASHINGTON COUNTY BOARD OF COMMISSIONERS:**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTEST:** Commissioner Nick Sherman, Chairman

Cynthia B Griffin, Chief Clerk By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_ Commissioner Electra Janis, Vice Chair

**Per Min# \_\_\_\_\_\_\_**

**Dated: \_\_\_\_\_\_\_\_\_** By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commissioner Larry Maggi

Approved as to form and legality:

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Gary Sweat, Solicitor

**CONTRACTOR:**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Sample Contract**

**Attachment A**

**STATEMENT OF WORK**

Broadband connectivity via \_\_\_\_ total miles of fiber with speeds as indicated in **032624-BroadbandRFPIV** and tested in MBPS (megabits per second) internet connection for the target locations specified below:

* **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as shown in Attachment A-1**
* Residential Locations
* Commercial Locations
* Miles of Fiber and Strand
* Approximate \_\_\_-month completion (30 Days for Scheduling)

**Requirements:**

Date for Final Completion of the Work: Twenty-Four Months from the Effective Date of the Agreement, subject to the provisions of the Agreement regarding Force Majeure Events and the provisions contained in Section XI.b.i of the Agreement relating to cure periods in the event of a default by Contractor.

Contractor’s design and installation shall be in compliance with the following documents: TIA- 758-B, BICSI Outside Plant Manual 6th edition, NESC (2017 ed.), NPF (2017ed.), NEC 250 (2017 ed).

With respect to the Work in the target locations covered by this Agreement, Contractor shall design and build the fiber plant so that it is capable of 100Mbps symmetrical service (upload and download).

In connection with the Work in the in the target locations covered by this Agreement, Contractor will deploy all fiber optics

Fiber connectivity service must be offered to customers from pole to occupied structure without additional cost.

**The County will accept only the following connection methods:**

(1) Fiber optics.

1. Strand
2. Fiber splitters
3. Fiber enclosures

**Project Deliverables:**

The following are the required deliverables for the Work covered by this Agreement:

Pre-construction drawings.

o Must include the conceptual network design.

o Must be in the state plane coordinate system (SPCS), PA south zone, NAD83, units feet.

o Must be in PDF, GIS, AutoCAD, or MicroStation format as required by Treasury or reasonably required by the County.

Post-construction as-built drawings.

o Must include any ‘in-field’ modifications to the pre-construction drawings.

o Must be in the state plane coordinate system (SPCS), PA south zone, NAD83, units feet.

o Must be in PDF, GIS, AutoCAD, or MicroStation format as required by Treasury or reasonably required by the County.

Network Performance.

o The winning Vendor will perform post-construction speed testing to

verify the newly constructed locations upload and download proposed

speeds have been attained.

o A summary report will provide details on the overall process and the

results of the performance test of the newly constructed network.

o Once site testing is completed and equipment activated, Contractor will update location records reflecting the speeds available at specific addresses, and the new locations readied for service.

Bi-Weekly Progress Reports

o Contractor will provide a summary of the construction progress that has been made since the last progress reporting period and a summary of the anticipated progress for the next progress reporting period, and any scheduling or safety concerns of note.

Contractor must provide a single point of contact with technical expertise directly accessible via a direct telephone number of a non-public nature. Contractor will also provide the County with direct access to Contractor’s technical staff at Contractor’s NOC (Network Operations Center), which shall be manned 24x7x365. Contractor must provide for proactive and documented problem escalation procedures. The proposal must include ALL associated costs. See Contractor’s Proposal—Project Narrative and Description, Item 2, Qualifications and Experience.

**Contractor’s Proposal and Amendment:**

A. The following sections and portions sections of Contractor’s Original Proposal were specifically relied upon by the County as material inducements to enter into this Agreement with Contractor for the Work in the target locations and the representations and obligations of Contractor as expressed therein are incorporated into the Agreement as if set forth herein in full.

Project Narrative and Description

1. Approach and Management Plan

2. Qualifications and Experience

3. Staffing Plan

4. Work Plan and Schedule excluding the chart entitled Estimated Project Management Schedule but including without limitation the sections entitled Field Engineering-Phased; Design Engineering-Phased; Permitting-Phased; Make Ready-Phased; Construction-Phased; Certification-Phased; Community Awareness-Phased; Customer Installation-Phased; and Project Closeout-Phased

6. Cost Control

Anti-Collusion Affidavit Washington County

B. The following sections and portions sections of Contractor’s Original Proposal were specifically relied upon by the County as material inducements to enter into this Agreement with Contractor for the Work in the target locations and the representations and obligations of Contractor as expressed therein are incorporated into the Agreement as if set forth herein in full.

Work Plan and Schedule limited to the target locations covered by this Agreement Polygon(s)\_\_\_\_\_\_\_\_\_\_\_

**Sample Contract**

**Attachment A-1**

**(Maps for Work locations)**

**Sample Contract**

**Attachment B**

**NON-DISCRIMINATION CLAUSE**

During the term of this Agreement, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment, placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers’ representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers’ representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor’s noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions that may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor’s facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.