

VT Technology Assets, LLC
902 Prices Fork Road, Suite 130
Blacksburg, Virginia 24061

REQUEST FOR PROPOSALS
for the
Establishment of a Fiber Optic Distribution System

For the

The Virginia Tech Electric Service Area in
Blacksburg, Virginia

July 10, 2020

REQUEST FOR PROPOSALS

Issue Date: **July 10, 2020**

Title: **Establishment of Fiber Optic Distribution System in the Virginia Tech Electric Service (VTES) Service Area, Blacksburg, Virginia**

Issuing Organization: **VT TECHNOLOGY ASSETS, LLC
902 PRICES FORK ROAD
SUITE 130
BLACKSBURG, VA 24061**

Location of Work: Blacksburg, Virginia Area

All inquiries for information should be directed to: **Email: fiber-rfp@vtf.org**

Download documents at: <http://www.vtf.org/request-for-proposal>

PROPOSALS SHOULD BE SUBMITTED VIA EMAIL TO ISSUING ORGANIZATION SHOWN ABOVE AT EMAIL ADDRESS fiber.rfp@virginiatech.foundation

Proposals for furnishing the services described herein shall be received until 3:00 p.m. Eastern Standard Time on August 20, 2020. Proposals must reach the above email address by the deadline stated.

In compliance with this Request For Proposals, which includes the attached Table of Contents and all provisions and appendices attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services described in the RFP cited above and submit this signed proposal which includes this completed and signed page, and other data as required by the RFP. It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations.

Name of Firm Submitting Proposal: _____

Address: _____ Date: _____

By: _____

City: _____ Printed Name: _____

State: _____ Zip: _____ Title: _____

FEIN/SSN # _____ Telephone No. (____) _____

Email: _____

Proposal Submission Deadline: The RFP will be released on July 10, 2020. Proposals are due by August 20, 2020.

ADDITIONAL INFORMATION

The Owner reserves the right to amend or cancel the Request for Proposals and to reject any and all proposals at its sole discretion when such rejection is in the interest of the Owner.

NOTICE OF ADDENDUMS, AMENDMENTS, FAQs, AND OTHER INFORMATION: Any addendums, amendments, FAQs, responses, and other pertinent information will be posted to the Virginia Tech Foundation, Inc. website at <http://www.vtf.org/request-for-proposal>.

PERMITS: The Virginia Uniform Statewide Building Code shall apply to the Work and shall be administered by the Montgomery County Building Official. All permits, franchise agreements, local license fees, business fees, taxes, or similar assessments imposed by the appropriate political subdivision shall be obtained and paid for by the Contractor.

OWNER: VT TECHNOLOGY ASSETS, LLC

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I. PURPOSE

VT Technology Assets LLC (hereafter referred to as VTTA or Owner) hereby requests proposals to establish a fiber optic distribution system in the Virginia Tech Electric Service (VTES) service area outside the Virginia Tech campus in Blacksburg Virginia. The fiber system will support the development of 1) high speed residential and business internet service to be delivered on a retail basis and 2) university uses including research, communications, and management of the VTES meter system.

The COVID-19 crisis has highlighted in stark contrast the value to higher education and research of ubiquitous broadband infrastructure allowing Virginia Tech faculty, staff, and students to conduct their work from home and other locations. The university envisions a residential broadband network service developed in conjunction with a VTES fiber distribution system delivering high quality internet access and direct access to university information technology resources. While the scope of the fiber plant for VTES use in this RFP is limited to the VTES service area in Blacksburg, Virginia, Virginia Tech is interested in developing strong relationships that will extend these capabilities outside the VTES service area to include Montgomery County and the New River Valley where many of our faculty, staff, and students reside. Firms are invited to share a vision to accomplish this in their proposals. Proposals that present a viable scenario to do so will be favored.

A goal of Virginia Tech is to identify a firm who will co-invest to facilitate the development of fiber infrastructure to serve the needs of the Virginia Tech community and who will leverage that relationship to improve broadband access in Blacksburg and the surrounding area. We do not intend to be overly prescriptive or burdensome in this process. Firms are invited to propose an approach and an ongoing relationship that will maximize value to Virginia Tech and the surrounding community.

II. OVERVIEW OF THE RFP PROCESS

This RFP is part of a competitive procurement process which helps to serve VTTA's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and VTTA has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm receiving this RFP is referred to as a "firm" and the firm (or firms) selected to provide goods and/or services to VTTA is referred to as the "Selected Firm". (Any reference in the RFP to the "Selected Firm" may refer to more than one Selected Firm if VTTA chooses to make multiple awards as a result of this RFP.) This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected, and the contractual terms by which the VTTA proposes to govern the relationship between it and the Selected Firm.

III. BACKGROUND

For more than 125 years, Virginia Tech has operated its own electric service, Virginia Tech Electric Service (VTES). VTES delivers electricity to the Blacksburg campus, the Corporate

Research Center, and approximately 6,000 residential and commercial electric customers in the Town of Blacksburg. VTES is an auxiliary of Virginia Tech.

A map of the VTES service area is provided in Attachment B. The map includes the Virginia Tech campus and the Virginia Tech Corporate Research Center which are **out of scope** for this RFP. Only the VTES service area in town is in scope.

VTES possesses infrastructure including pathway, poles, and conduit throughout the VTES service area in the Town of Blacksburg outside of the university campus area which could be used to construct a fiber optic distribution system that could support: 1) retail internet services, 2) university uses including research, communications, and 3) an Advanced Metering Infrastructure (AMI) to manage electric power and university communications. Firms must recognize the need to comply with Town of Blacksburg ordinances and all applicable regulations which are not under the control of VTTA.

The Virginia Tech science and engineering research portfolio includes world-leading programs in wireless communications, renewable power, and intelligent power systems. It is the intent of Virginia Tech to maximize benefits to these research programs as well as other educational initiatives through access to fiber and infrastructure to support a testbed environment in the VTES footprint and through improved data collection capabilities afforded by power monitoring and grid management systems.

IV. STATEMENT OF NEEDS

VTTA seeks access to multiple strands of fiber in a fiber distribution system to be constructed in the VTES service area off-campus in the Town of Blacksburg. Consequently, VTTA seeks to develop a relationship with a qualified service provider who would use the fiber distribution system to deliver retail internet service.

VTTA is open to multiple approaches for construction and ownership of the fiber distribution system. For example, a middle mile fiber network could be constructed throughout the VTES service area and VTTA might lease multiple strands to a retail service provider who would construct fiber laterals to homes and businesses to deliver internet service. VTTA would seek joint investment and would expect to work with the Selected Firm for the final design of the fiber distribution system to ensure optimum performance for all intended uses.

Alternatively, a firm might propose to build and own the entire fiber distribution system and lease multiple strands to VTTA for university use.

Virginia Tech is interested in an open access approach with multiple competing application service providers delivering innovative, cost effective services to retail customers. Proposals with other creative approaches are welcome. VTTA will select the approach that delivers the best strategic value to the university and the community.

VTTA is interested in modeling how retail network services can be a community building asset. Current typical internet service is streamlined to connect users to major content providers. In contrast, a community building service could also connect to a neutral location within the vicinity of the community being served. At this location traffic can be exchanged with other local community building networks and also with co-located applications dynamically deployed to take

advantage of low-latency connectivity with the community. While not required for consideration, VTTA will favor proposals that address this idea with a description of how it can be achieved.

Ultimately, VTTA is interested in promoting the availability of ubiquitous broadband internet service throughout Montgomery County and the New River Valley particularly in rural and underserved or unserved areas. Proposals that demonstrate viable and compelling plans to offer fiber and/or advanced wireless broadband access in the region are encouraged. While not required for consideration, firms are invited to propose a relationship outside the scope of the VTES footprint with possible joint investment including Virginia Tech, communities, and/or others. VTTA may take this into consideration in evaluating proposals.

For the security of customers and the university, specific information about the description and location of VTES assets is confidential and so not included in this RFP. Firms intending to respond to this RFP who wish to receive information regarding these assets may make a request in writing through the contact email address listed on the cover of this RFP. Any Firm who makes such a request agrees to treat any information received in response as confidential.

V. TIMETABLE

VTTA desires to commence negotiations with the highest ranked provider immediately upon their selection. The following is the timeline for the RFP which may be adjusted as determined by VTTA during the RFP process:

RFP Release	July 10, 2020
Deadline for Written Questions	July 27, 2020
VTTA Addenda Issued	July 30, 2020
Proposals Due	August 20, 2020
Notification of Finalists	August 31, 2020
Selection of Firm	September 25, 2020
Contract Signed/Effective	October 23, 2020

VI. PROPOSAL PREPARATION AND SUBMISSION:

A. GENERAL REQUIREMENTS

In order to be considered for selection, Firms must submit a complete response to this RFP. Proposals are to be submitted in electronic form via email to the address identified on the cover page. No other distribution of the proposals shall be made by the Firm. The Firm's proposal must be formatted as a single Microsoft Word document. VTTA does not desire to receive documents that are not formatted using Microsoft Word. However, preprinted materials that Firms decide must be included with their proposals should be scanned and embedded into the Microsoft Word document. Firms who are concerned that their proposal may exceed messaging size limits may instead submit an email message containing a URL for VTTA to download the Firm's proposal.

- 1) Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the firm. All information requested should be submitted. Failure to submit all information requested may result in the VTTA requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected in their entirety by the VTTA.
 - b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subsection letter/number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subsection letter/number should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the firm desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- 2) Ownership of all data, material, and documentation originated and prepared for VTTA pursuant to the RFP shall belong exclusively to VTTA.
 - 3) Oral Presentation: Firms who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the firm to clarify or elaborate on the proposal but will in no way change the original proposal. VTTA will schedule the time of these presentations. Oral presentations are an option of VTTA and may not be conducted. Therefore, proposals should be complete.

B. REQUIREMENTS IF FIRM PROPOSES TO BUILD THE ENTIRE FIBER SYSTEM AND LEASE FIBER TO VTTA

- 1) This project will utilize either non-zero dispersion shifted fiber, NZDSF - ITU G.655, or non-dispersion compensated fibers, NDSF - ITU G.652 (G.652.D preferred), consistently throughout the fiber distribution system. DSF fiber (ITU G.653) is not acceptable. Proposers must identify the fiber type they use in their response.
- 2) Proposers should include detailed technical information in the RFP response. VTTA recognizes that firms do not have sufficient information or time to provide detailed route maps, mid-span splice locations, and fiber-access locations. To the extent possible, please include proposed route maps and acknowledge that detailed information will be required prior to final contract execution.
- 3) The Proposer should detail policies and guidelines that document Meet-Me Manhole and Mid-Span Interconnection procedures.

- 4) Quality Assurance: VTТА requires that the firm monitor the quality of all work activity. This includes controlling the quality process during all stages of any required construction, monitoring all quality matters, timely identification and rectification of deficiencies in accordance with service level standards. Firm will be required to provide a record of OTDR results for each strand prior to acceptance.
- 5) VTТА desires to enter into a thirty-year Indefeasible Right to Use (IRU) agreement for a minimum of 24 strands of fiber with renewal options. Identify any proposed non-recurring and recurring costs for the IRU and VTТА use of the fiber. VTТА will require the right to assign agreements or sublease use of VTТА IRU fiber to Virginia Tech. VTТА will negotiate a mutually agreeable IRU agreement with the Selected Firm(s).
- 6) Firms must also respond to the following additional requirements:
 - a. Rights-of-Way: Recognizing that Virginia Tech expects to work with the firm to allow use of VTES pathway wherever possible, the firm will be responsible for obtaining all required Rights of Ways including State, Town/municipal and utilities. The firm will be responsible for street opening permits.
 - b. State and Local Police Protection: The firm will be responsible to schedule and pay for all necessary Police protection.
 - c. Permits, Fees and Notices:
 1. The firm shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which were legally required on the date the Owner accepted the firm's proposal. Any town franchise agreement required for delivery of service will be the responsibility of the firm.
 2. The firm shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project. The firm shall be responsible for scheduling all tests and inspections required by authorities having jurisdiction.
 3. It is the firm's responsibility to ascertain that the Work is in accordance with applicable laws, ordinances, codes, rules and regulations.
 4. If the firm performs Work contrary to applicable laws, ordinances, codes, rules, and regulations, the firm shall assume responsibility for such Work and shall bear the costs attributable to correction.
 - d. VTТА Engineering and Design Criteria for any new construction required to provide fiber to VTТА or splicing:
 1. Handling of cable shall not exceed the manufacturer's dynamic radius criteria
 2. All inner-duct will be walled and 1 1/2" ID
 - a. On all laterals standard U-guards will be utilized with the inner-duct(s) neatly clipped up pole to strand or horizontal take off point.

- b. All strand installations will require standard industry bonding and grounding.
 - c. On all strand cable installation the fiber will be double lashed.
 - d. Pole clearances will be in accordance with industry standards (NESC-23).
 - e. Pole line design/construct will be in accordance with industry standards in coordination with VTES.
 - f. Maximum pulling tension shall not exceed 600lbs-aerial or UG.
 - g. The placement of new underground inner-duct will require a minimum of two ducts allocated to VTTA – one for initial cable installation and the second for maintenance purposes, and the spare duct will have a pull string placed in it and tied off at each end.
 - h. Underground inner-duct shall have a minimum 24” cover. At 12” there will need to be placed a plastic tape “Caution Fiber Cable”. Tracer wire must be installed in at least one innerduct for locating requirements on all underground construction.
 - i. Road rated fiberglass handholes will be installed every 600 feet and on either side of a bridge, over pass or transition locations from aerial to underground or as directed by VTTA. Handholes will need to be lockable.
 - j. On all new UG construction, cable markers will be placed every 500’ and at all route transition locations.
 - k. On all new UG construction all surfaces will be restored to original or better condition.
 - l. Orange plastic fiber cable identifiers will be sourced out by the firm and placed on each pole.
 - m. Cable placement in the electric space will require certified technicians and an all fiberglass boom/bucket truck.
 - n. Maximum splice loss not to exceed 0.1 db.
- 7) “Single point of Contact” - VTTA requires that a “single point of contact” be provided by the firm. VTTA will coordinate with this point of contact regarding engineering, budgeting, project status, scheduling, material purchasing, invoicing, quality/safety etc.
 - 8) Firm must be an active member of the VA 811 system and will be responsible for locating all fiber optic infrastructure within the proposed service area.
 - 9) Firm must include provisions to conduct splicing in a timely manner for all requests by VTTA or Virginia Tech.
 - 10) Describe how VTTA would be able to collaborate with firm for final fiber distribution system design and engineering.

C. REQUIREMENTS IF FIRM PROPOSES TO LEASE FIBER FROM VTTA

- 1) Describe the specifications and layout for a fiber distribution system that VTTA could construct that would enable firm to deliver retail service to subscribers. VTTA would expect to collaborate with the Selected Firm for final fiber distribution system design and engineering.
- 2) Describe how firm proposes to contribute to the cost of fiber construction. For example, firm might propose to compensate VTTA a recurring payment for each subscriber served using VTTA fiber. Alternatively, firm might propose to contribute a non-recurring cost share amount up front plus an annually recurring lease fee for each strand of fiber consumed by the firm. VTTA is open to any fair approach.
- 3) Describe the timeline firm would request for availability of VTTA fiber.

D. REQUIREMENTS OF ALL RETAIL SERVICE PROVIDER FIRMS

- 1) Describe the retail service firm proposes to deliver to residential and business customers.
- 2) Describe the network architecture proposed in detail.
- 3) Describe network interface and any other equipment that will be placed on subscriber premises to deliver service.
- 4) Describe the access media proposed. Fiber to the home, wireless, other, or a mix. If mixed media are proposed state at what proportion for each type. For example, if a mix of FTTH and wireless are proposed, firm might state at least 90% of subscribers will be served with fiber.
- 5) Describe the performance options which will be offered to subscribers in terms of transmit and receive capacity.
- 6) Describe whether the service will be offered on an open-access basis with multiple competing application service providers available to subscribers. Explain how the system will operate to accomplish this.
- 7) Provide the proposed pricing for services offered to subscribers.
- 8) Describe support available to subscribers for problem reporting and fault management. Include hours of operation and description of firm's trouble ticket system.
- 9) Describe how the provider will achieve upstream connectivity including proposed capacity to transit providers, direct peerings, and locations for those connections.
- 10) Provide a timeline for service delivery.
- 11) Describe any plans to offer service in Blacksburg, Montgomery County, or the region outside the VTES service area.

E. BACKGROUND, EXPERIENCE, AND MANAGEMENT

- 1) Name of the firm (including any "Doing Business As" names) and permanent main office address.
- 2) Date of incorporation and the history of the company.
- 3) Details of the firm's business structure (corporation, partnership, LLC) and organizational chart.

- 4) The ability of the company to successfully complete a project of this scope, size, and nature.
- 5) The experience of the company and its staff in providing the services described in the Statement of Needs and Specific Requirements. Firm should provide information defining similar projects, services performed, and the outcomes realized by their clients.
- 6) A list of at least four (3) references where the firm has provided the services described in the RFP. Include the organization, contact name, title, location, telephone number, and email address. Provide the information on past and current contracts.
- 7) Names, qualifications and experience of key personnel to be assigned to this contract and a definition/explanation of their roles and responsibilities. Provide resumes of staff assigned to the contract.
- 8) List any outstanding litigation that would threaten the viability of the company or its relationship with the VTTA, Virginia Tech, or the Commonwealth of Virginia.

F. OPTIONAL PROPOSAL FOR EXPANDED RELATIONSHIP

- 1) Firms are invited but not required to propose a relationship outside the scope of the VTES footprint with possible joint investment including Virginia Tech, communities, and/or others. Describe the service area, percentage of residences to be served, services to be offered, and proposed financial arrangement to be negotiated.

VII. EVALUATION CRITERIA AND AWARD

A. Proposals will be evaluated by VTTA using the following criteria:

1. Strength of retail service offering to subscribers
2. Innovation / Open Access
3. Cost/benefit to Virginia Tech
4. Plans to offer service outside VTES footprint in Blacksburg, Montgomery county, and New River Valley
5. Experience and Management of Firm

B. Selection Process and Award:

Selection shall be made of one or more firms deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the firms, if more than one is selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each firm so selected, VTTA shall select the firm which, in its opinion, has made the best proposal, and shall award the contract to that firm. VTTA may cancel this Request for Proposal or reject proposals at any time prior to an award. Should VTTA determine in writing and in its sole discretion that only one firm has made the best proposal, a contract may be negotiated and awarded to that firm.

VTTA reserves the right to award no contracts, one contract, or more than one contract as a result of this solicitation.

VIII. INVOICES

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:

Virginia Tech Technology Assets, LLC
902 Prices Fork Road, Suite 130
Blacksburg, VA 24061

IX. QUESTIONS & ANSWERS

Please email any questions or requests for clarification to the contact email address listed on the cover page no later than the deadline for written questions identified in the timetable. All questions and answers will be posted as addenda on the VTF website identified on the cover page.

It is the responsibility of the firm to check the VTF website.

X. ADDENDUM

Any addendum issued for this solicitation may be accessed at the VTF website identified on the cover page. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XI. CONTRACT ADMINISTRATION

- A. Dr. John Dooley, CEO and Secretary of the Virginia Tech Foundation, Inc. sole member manager of VTTA, or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or his designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the VTTA through a written amendment to the contract.

XII. TERMS AND CONDITIONS

This request for proposal and any resulting contract or agreement shall be governed by the attached terms and conditions.

XIII. ATTACHMENTS

Attachment A - Terms and Conditions

Attachment B – Virginia Tech Electric Service Map

ATTACHMENT A

TERMS AND CONDITIONS

RFP General Terms and Conditions

The following terms and conditions are **MANDATORY** and shall be included verbatim in any Contract awarded.

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The firm shall comply with all applicable federal, state, and local laws, rules, and regulations.
- B. **ETHICS IN CONTRACTING:** By submitting their offers, firms certify that their offers are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or sub-offeror in connection with their offer, and that they have not conferred on any employee of VTTA, VTF, Virginia Tech, or the Commonwealth of Virginia having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- C. **CLARIFICATION OF TERMS:** If any prospective firm has questions about the specifications or other solicitation documents, the prospective firm should contact VTTA no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by VTTA.
- D. **PRECEDENCE OF TERMS:** In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- E. **QUALIFICATIONS OF OFFEROR:** VTTA may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the firm shall furnish to VTTA all such information and data for this purpose as may be requested. VTTA reserves the right to inspect firm's physical facilities prior to award to satisfy questions regarding the firm's capabilities. VTTA further reserves the right to reject any offer if the evidence submitted by, or investigations of, such firm fails to satisfy VTTA that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- F. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the offeror in whole or in part without the written consent of VTTA.
- G. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. VTTA may order changes within the general scope of the contract at any time by written notice to the firm. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The firm shall comply with the notice upon receipt. The firm shall be compensated for any additional costs incurred as the result of such order and shall give VTTA a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.

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

I. INSURANCE: By signing and submitting an offer or proposal under this solicitation, the firm certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The firm further certifies that the offeror and any sub-offerors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR THIS CONTRACT:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Firms who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia, as amended* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$2,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VTTA, VTF, Virginia Tech and the Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

Special Terms and Conditions

The following terms and conditions are desirable. The firm may propose alternative language, but the basic form of the contract shall be retained. Firms are requested to limit their proposed changes, if any, to those of a substantive nature.

A. TERM: This contract shall take effect on the date of its final execution by both parties, and continue in full force in accordance with the terms delineated herein under the section entitled Contract Period.

B. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this offer, no indication of such sales or services to VTTA, Virginia Tech, or the Commonwealth of Virginia will be used in product literature or advertising. The firm shall not state in any of its advertising or product literature that VTTA, Virginia Tech, or the Commonwealth of

Virginia has purchased or uses its products or services.

- C. AUDIT:** The firm shall retain all contractual books, records, and other documents relative to matters under this contract for three (5) years after final payment, or until audited by VTTA, whichever is sooner. VTTA shall have full access to and the right to examine any of said materials during said period. Contractual records include, but are not limited to, this contract and all executed orders, attachments, modifications, invoices, and correspondence between the parties to this contract.
- D. OFFER ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for 90 days. At the end of the 90 days, the offer may be withdrawn at the written request of the firm. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. BREACH:** The firm shall be deemed in breach of this agreement if the firm (a) fails to provide any service by the specified delivery date; (b) repeatedly fails to respond to requests for required service within the time limits set forth in this contract; (c) fails to comply with any other term of this contract and fails to cure such noncompliance within ten (10) days following firm's receipt of a written notification from VTTA identifying such noncompliance; or (d) fails to provide a written response to the written notification within ten days after receiving same.

The firm shall not be in breach of this contract if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the firm and its sub-contractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, VTTA may cancel its obligations with respect to any or all unaccepted services. In no event shall any failure by VTTA to exercise any remedy available to it be construed as a waiver of or consent to any breach.

- F. CANCELLATION OF CONTRACT:** VTTA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the firm. Any contract cancellation on the part of firm shall not relieve the firm of the obligation to deliver and/or perform on all outstanding IRU orders issued prior to the effective date of cancellation.
- G. CONTRACTUAL DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to VTTA no later than sixty (60) days after final payment; however, written notice of the firm's intention to file such claim must be given to VTTA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VTTA shall render a final decision in writing within thirty (30) days after its receipt of the firm's written claim.
- In the event of any breach by VTTA, firm's remedies shall be limited to claims for damages and reasonable interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall firm's remedies include the right to terminate any license or support services hereunder.
- H. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VTTA. In the event that the firm desires to subcontract some part of the work specified herein,

the firm shall furnish VTТА the names, qualifications and experience of their proposed sub-offerors. The firm shall, however, remain fully liable and responsible for the work to be done by its sub-offeror(s) and shall assure compliance with all requirements of the contract.

- I. RELEASES OF INFORMATION:** VTТА or VTF are the only entities authorized to issue any and all information releases relating to this RFP, its evaluation, award of any contract, and the resulting performance thereunder.

- J. INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of VTТА, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind VTТА, or to otherwise act on behalf of VTТА, except as the VTТА may expressly authorize in writing.

- K. SAFETY:** The Contractor bears sole responsibility for the safety of its employees. The Contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The Contractor shall take steps as necessary to protect the safety and health of employees, students, and visitors of VTТА, VTF, and Virginia Tech during the performance of their work. In addition, the contractor must also provide VTТА with a written safety program that it intends to follow in pursuing work under this contract.

- L. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

ATTACHMENT B

Virginia Tech Electric Service (VTES) Map

Area shaded in orange designated as “VTES – Town” represents the service area in-scope for this RFP. VTES service areas on campus and at the VT Corporate Research Center are not in-scope.

