King George County

King George County / KGI 2020 VATI Application

**Application ID:** 64508122019104126

Application Status: Pending

Program Name: Virginia Telecommunications Initiative 2020

Organization Name: King George County

Organization Address: 10459 Courthouse Drive

King George, VA 22485-3865

Profile Manager Name: Neiman Young
Profile Manager Phone: (540) 775-9181

Profile Manager Email: nyoung@co.kinggeorge.state.va.us

Project Name: King George County / KGI 2020 VATI Application

Project Contact Name: Kimberly Wilson Project Contact Phone: (540) 775-9181

Project Contact Email: kwilson@co.kinggeorge.state.va.us

**Project Location:** 10459 Courthouse Drive

King George, VA 22485-3866

Project Service Area: King George County

Total Requested Amount: \$460,314.37

Required Annual Audit Status: Pending Review

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## **Budget Information:**

Cost/Activity Category	<b>DHCD Request</b>	Other Funding	Total
Telecommunications	\$460,314.37	\$142,046.00	\$602,360.37
Construction	\$331,239.37	\$2,000.00	\$333,239.37
Construction Related Soft Costs	\$107,075.00	\$126,046.00	\$233,121.00
Contingencies	\$22,000.00	\$0.00	\$22,000.00
Other: King George County Soft Costs	\$0.00	\$14,000.00	\$14,000.00
Total:	\$460,314.37	\$142,046.00	\$602,360.37

**Budget Narrative:** 

## **Questions and Responses:**

# 1. Project Area

Explain why and how the project area(s) was selected. Describe the proposed geographic area including specific boundaries of the project area (e.g. street names, local and regional boundaries, etc.). Attach a copy of the map of your project area(s). Label map: Attachment 1 – Project Area Map.

#### Answer:

## These two project areas were selected for the following reasons:

- These areas are either unserved or underserved and have no prospect of receiving wireline service, especially with how spread out and isolated the homes are geographically.
- Where another provider could possibly bring broadband, it would cost more than \$3,000 per residence for the construction costs. For many, this is unaffordable.
- The residents in these areas have school-age children, who need broadband for homework; special needs children need broadband for their daily online therapy lessons.
- These areas are rural with no hospital. Tele-health would be very valuable and is needed.
- King George County has a large population of homeschooling families, who need good quality broadband to stream online classes.
- Distance learning has become very popular for college-aged young adults. Good quality broadband is essential for streaming.
- King George County is located by a Naval military base. Many residents work either at the base or work for the federal government. Tele-work is encouraged and the requirements for fast broadband is

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essential.

• King George County has many home businesses and broadband is needed in order to be competitive.

## The proposed geographic area specific boundaries of the project area are as follows:

- 1. The Meadows of Dahlgren: approximately 106 homes and several home businesses. The roads include Dockside Ct, Tranquility Ln, Edwards Dr, Azurite Dr, Night Heron Pt, Ellis Way, Erin Ct, Island View Way, Serenity Ln, Harryberry Ln, Whispering Woods Ln, Castle Ct, Deep Cove Landing, Timber Trail Ln, Panorama Dr, Blackcastle Ct, Stacy Ln, Crooked Creek Ln, Piney Green Rd, Grandview Rd, Monte Vista Dr, Bogart Landing, Boland Dr, and Wineberry Ln. This area is a Homeowners Association residential subdivision which consists of 1,913,668 acres and has 127 lots. Lots are divided into ten acres and allows horses.
- 2. Rollins Fork area,: approximately 180 homes and several home businesses. The roads include Greenlaw Way, Brick Quarter Ln, Wilmont Rd, Rollins Fork Rd, Rangerwood Blvd, Ruby Ln, parts of Claymont Rd, Bristol Mine Rd, Kings Hwy (in the Rollins area), Windmill Ln, Kings Mill Rd, Trigger Ln, Sand Puppy Rd, Suton Row Ln, 4 Wheel Dr, and Worrell Ln. (this area gives a regional solution because these streets cross into Westmoreland County).

## Map:

• Attachment 1 - Project Area Map

2.

Describe your outreach efforts to identify existing providers in the selected project area. Provide a detailed explanation of how this information was compiled and the source(s). Provide a map and list of all existing providers (fixed and wireless) and speeds offered within the project area. Label Map: Attachment 2 – Existing Provider Map; label documentation: Attachment 3 – Documentation on CAF Funding Area.

#### Answer:

# Outreach efforts to identify existing providers in selected project area:

King George County has worked with the Center for Innovative Technology (CIT) to identify potential broadband adoption barriers, current broadband demand, future capacity needs, local assets, and to review County ordinances and policies related to broadband deployment. The County is committed to taking action to improve the economics of deploying broadband and improving utilization of Internet access to ensure citizens have the ability to leverage connectivity to improve their lives and our community, while preparing the County for the future. In 2017, King George County conducted a broadband survey for King George residents. They were contacted through various means, including mail, email, County website, social media outlets, and public notices.

## **Explanation of how information was compiled and sources:**

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The following are summary findings of this work, the County's broadband goals and the associated actions the County is committed to take in support of the resulting public-private partnership:

#### **Business:**

- 42% find their current business internet service unacceptable "connection [speed] too slow" cited as primary reason
- 37% rely on inadequate connect types (cellular, satellite, and some DSL)
- 18% of residential respondents report operating a home-based business
- 10% of business respondents have NO internet service "Internet service not available" cited as primary reason

## Residential:

- 38% find their current residential internet service unacceptable "connection [speed] too slow cited as primary reason
- 26% rely on inadequate connection types (cellular, satellite, and some DSL)
- 43% use the Internet to complete school assignments or course work (note: 13% of K-12 households do NOT have Internet at home)
- 46% report using home Internet for college courses or online training (note: 20% more would, if they had better connectivity)
- 46% report teleworking (note: 20% more would telework IF they had better connectivity)
- 12% of residential respondents have NO internet service "Internet service not available" cited as primary reason

## Map of existing providers:

• Attachment 2 - Existing Provider Map

## List of all existing providers (fixed and wireless) and speeds offered within the project:

- The lack of services was validated by comparing actual addresses and range of addresses to online service availability for the only other provider in King George, Atlantic Broadband.
- KGI has a waiting list of over 576 with addresses from the Meadow of Dahlgren and with addresses from the Rollins Fork area. They are impatiently waiting for an ISP to please provide adequate

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broadband, not a hotspot or satellite.

# **Documentation of CAF Funding Area:**

- King George County has not applied for any Federal broadband or CAF funding in any part of King George County.
- See Attachment 3 Documentation on CAF Funding Area

## 3. Project Need/Description

To be eligible for VATI, applicants must demonstrate that the proposed project area(s) is unserved. An unserved area is defined as an area with speeds of 10 Mbps / 1 Mbps or less and with less than 10 percent service overlap within the project area. Describe any anticipated service overlap with current providers within the project area. Provide specific information as to how you determined the percentage overlap. Label Attachment: Attachment 4 – Documentation Unserved Area VATI Criteria.

#### Answer:

## **Meadows Project:**

• The Meadows of Dahlgren is unserved. King George County partnered with another provider and applied unsuccessfully for a broadband grant in 2016 trying to bring broadband into the Meadows Homeowners Association. The Meadows has NO ISP provider inside their association. Some residents use hotspots and satellite only because they have nothing better. Some go to the library or McDonalds to use their internet. They call KGI often to see if they can be serviced. Due to the hilly terrain of this area, the only solution is hybrid fiber with small cell on poles. KGI currently has more than 576 on their waiting list and inside this list are many Meadows residents. KGI currently has 4 customers in the Meadows. KGI has a leased tower in the Dahlgren area that can reach some but not the ones that are blocked by a small hill and cannot receive the signal without having to get a tall pole which costs more than \$3,200. There is less than 10 percent overlap within the project area.

## **Rollins Fork Project:**

• The Rollins Fork area is located in Shiloh District of King George County. It is on the border of King George and many streets continue into Westmoreland County. Shiloh District is the most rural of all of King George County put together. It consists of farm land and large properties. There are some small businesses such as septic companies, used auto, sand and gravel, churches, construction, gas stations,

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and many home based businesses. Due to the rural nature of this area, they are unserved. Shiloh District was one of the first areas that KGI tried to help when leasing the towers. But Shiloh is very large. There are many in this area on the KGI waiting list and call often regarding status of availability. There is less than 10 percent overlap within the project area.

#### **Attachment 4 - Documentation Unserved Area VATI Criteria**

4. Provide the number of residential serviceable units in the project area(s). Describe the eligible premises that will be served by the proposed project and the basis for these projections.

## Answer:

KGI does not provide less than up to 25/3 and provides speed as high as up to 200 mbps unthrottled and unlimited usage to its customers.

## The approximate number of residential service units in the project areas are as follows:

- The Meadows of Dahlgren: 106 homes. Unserved area. This Homeowners Association is located in the Dahlgren District of King George County. Large residential lots of 10 areas have rolling hills. Due to terrain, hybrid fiber with small cell is the perfect solution. Dockside Court, Ellis Way, Tranquility Way, Night Heron Court, Serenity Lane, and Island View Lane are located at the Chotank Creek, which are low lying areas.
- Rollins Fork Area (including Westmoreland County residents): 170 homes. Unserved area. Rural community. Streets consist of the following: Greenlaw Way, Brick Quarter Ln, Wilmont Ln, Rollins Fork Rd, Rangerwood Blvd, Ruby Ln, parts of Claymont Rd, Bristol Mine Rd, Kings Hwy (in the Rollins area), Windmill Ln, Kings Mill Rd, Trigger Ln, Sand Puppy Rd, Suton Row Ln, 4 Wheel Dr, and Worrell Ln.

Total of Serviceable Units: 286

Residents to be served:  $286 \times 2.83$  residents per serviceable unit = 809 residents

5. Indicate the numbers of businesses and community anchor institutions the proposed project will pass in the project area. Also indicate the number of home-based businesses. Provide specific information.

#### Answer:

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## Meadows of Dahlgren

- 106 Serviceable Units
- Residents: 106
- Businesses: Home Business totals are unknown. Some are: Dirty Bird Pottery, direct sales such as MaryKay, and construction. There is no means to find the names of all home businesses in this area.

## Rollins Fork/Westmoreland County

- 180 Serviceable Units
- Residents: approximately 160
- Businesses: approximately 20 which includes home based and commercial buildings such as: ME Illuminations, Good News Baptist Church, Grace United Methodist Church, Automotive Concepts, Grigsby's Auto Repair, and direct sales. There is no perfect means to find all home businesses in this area.
- 6. Understanding that projected take rates are an estimate, provide the anticipated take rate for the proposed service within one year of project completion and describe the basis for the estimate. Also detail all actions (e.g. marketing activities, outreach plan) to be implemented to reach the identified potential serviceable units within the project area.

## Answer:

The proposed take rate for residents is 60 percent the first year and 80 percent within 1.5 years. The planned contingency delay is to allow KGI to adjust its manning to react to the increased workload and ensure new personnel are properly trained to operate and maintain our systems as well as fine tune installations for maximum capability. Most of these residents have been polled by fellow residents and a high percentage of those who have responded are highly interested and excited to have this solution. Many residents have attended local supervisor meetings and broadband meetings to learn about their options, advocate for solutions and cite story after story on the need for students, teleworking, safety, and property values. The take rate is also based upon historical data as currently KGIs backlog has over 500 residents waiting for service in their area and this number grows daily. Should KGI receive the VATI grant award, residents will be notified via KGI's website and will be invited to a publicly advertised meeting to share the installation schedule. KGI staff calls individuals on the waiting list when service is available in their area. KGI 's outreach includes installation signs, local newspaper notices, website, and social media posts when service is available in a specified area.

Marketing and outreach to those enabled by this grant will be through the network of residents who are the driving force behind obtaining broadband in this area. In addition, the Meadows of Dahlgren is an HOA and can notify all residents of the availability. When KGI does an install, we place a marketing sign on the property which alerts individuals of the availability of Broadband in this area

7. **For wireless projects only:** Please explain the ownership of the proposed wireless infrastructure. Will the 9/4/2019 11:26:16 AM Pages: 7 of 19

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wireless co-applicant own or lease the radio mast, tower, or other raised structure onto which the wireless infrastructure will be installed?

#### Answer:

The infrastructure will be owned and operated by KGI and all real property will be leased. At the Shiloh tower in King George, KGI owns the equipment and fiber, leases dark fiber from Verizon, leases the tower from R-G. At the Dahlgren tower, KGI owns the equipment and fiber and leases the tower from SBA. Connecting fiber from microwave tx/rx locations as well as small cell equipment will be owned, installed, and maintained by KGI. Dominion owns the electric poles in the Meadows at Dahlgren. KGI will lease the poles from Dominion. KGI will own all fiber and equipment on the poles. For the Rollins Fork project: The infrastructure will be owned and operated by KGI and all real property will be leased. The wooden pole, fiber, and the equipment on the pole will be owned and operated by KGI and all real property will be leased from homeowner.

8. Provide the proposed download and upload speeds for the project area. Detail whether that speed is based on dedicated or shared bandwidth, and detail the technology that will be used. This description can be illustrated by a map or schematic diagram, as appropriate. Describe the Internet service offerings to be provided after completion of this project and your price structure for these services. The service offerings should include all relevant tiers.

#### Answer:

- Meadows at Dahlgren project:
- Residential: Hybrid Fiber Small Cell (HFC) services with no less than up to 100/30 Mbps and as high as up to 200/100 Mbps shared bandwidth
- Business: Hybrid fiber Small Cell (HFC) services with no less than up to 100/100 Mbps and as high as up to 200/200 Mbps dedicated bandwidth
- Detail of the technology is Hybrid Fiber with Small Cell on electric poles

# Rollins Fork Area project:

- Residential: Fixed Wireless services with no less than up to 25/3 Mbps and as high as up to 150/50 Mbps shared bandwidth
- Business: Fixed Wireless services with no less than up to 25/25 Mbps and as high as up to 200/200 Mbps dedicated bandwidth
- Detail of the technology is Fixed Wireless using 3.65GHz, 5.8 GHz, and 900 MHz frequencies on a wooden pole

*KGI's experience proves its more efficient to provide the higher speeds in terms of operations and maintenance of*9/4/2019 11:26:16 AM Pages: 8 of 19

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the system.

Price structure is divided into business and residential packages, unlimited usage and no throttling:

# **Business HFC:\* (per month)**

- up to 200/200 Mbps \$270
- up to 100/100 Mbps \$240

\*HFC pricing is only for areas where KGI HFC is available.

HFC plans are for 2-year contracts. Business control fee is \$20 per month. Extra Static IP addresses are available upon request for additional fee.

# **Residential HFC:\* (per month)**

- up to 200/100 Mbps \$230
- up to 100/30 Mbps \$190

\*HFC pricing is one for areas where KGI HFC is available.

HFC plans are for 2-year contracts. Residential equipment control fee is \$12 per month. HRC set up and installation price is \$350.

## **Business Fixed Wireless Dedicated Speed Packages: (per month)**

- up to 200/200 Mbps \$399.99
- up to 150/150 Mbps \$299.99
- up to 100/100 Mbps \$249.99
- up to 50/50 Mbps \$199.99
- up to 30/30 Mbps \$149.99
- up to 25/25 Mbps \$124.99

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## **Business Fixed Wireless Contract and Set up/Installation Prices: (one time)**

- 5-Year \$49.99
- 4-Year \$99.99
- 3-Year \$149.99
- 2-Year \$249.99
- 1-Year \$349.99

Business Fixed Wireless set up and installation prices depend on the chosen contract year and excludes specialty pricing for unique installs that need special quoting. Business fixed wireless provides dedicated speed to the business. Equipment control fee is \$20 per month. Static IP address are available upon request for an additional fee.

## **Residential Fixed Wireless: (per month)**

- up to 150/50 Mbps \$199.99\*
- up to 100/20 Mbps \$149.99\*
- up to 50/10 Mbps \$119.99\*
- up to 30/7 Mbps \$89.99\*
- up to 25/3 Mbps \$79.99\*

\*2-year contract price

Residential Fixed Wireless plans are with either a 2-year contract or a month-to-month plan. Month-to-month plans are an additional \$10 per month. Residential equipment control fee is \$12 per month. Set up and installation price is \$350.

Additional information: A standard install includes 40 ft of CAT VI, does not require a pole, and is approximately \$600.00. More complex engineering solutions may include poles unto 15 ft in length, various tripod heights, fiber, longer CAT VI and range up to \$1200 where service is available. The grant provides the infrastructure to provide this service. Speciality engineering is available for complete in-house provision such as smart homes for \$100 hour. The average time for complex speciality engineering is 2.3 hours. Travel time is excluded from all work estimates and is not charged.

9. Provide a description of the network system design used to deliver broadband service from the network's primary

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Internet point(s) of presence to end users, including the network components that already exist and the ones that would be added by the proposed project. Also describe specific advantages of using this technology. Provide a detailed explanation on how this information was compiled and source(s). For wireless projects, provide a propagation map including the proposed project. Label Map: Attachment 5 – Propagation Map Wireless Project

#### Answer:

KGI has two primary Towers that will provide initial signal and system redundancy to assure a 99.9% reliability of the network. Leased fiber from Verizon provides a basic 10G backbone to the system, but is expandable using the current equipment to 100G

## Meadows at Dahlgren:

- From Rt 301/ Rt 218 Tower from there run fiber to the main entrance of the Meadows on poles. From there, go wireless with 600 GHz, 5 GHz, and 2.4 GHz. From the first pole, go wireless to another pole using the frequency 24 Gig. Jump pole to pole to each small cell, transmitting 2.5 gig to each pole. Customer will have a CPE receiver and router with 2 wi-fi channels. Map showing the small cels throughout the Meadows are provided for these covered areas.
- Advantages: Since this is a Subdivision in an HOA, the small cell option is the best. The small cells are closer to the serviceable units, producing fast upload/download speeds which are "5G" ready.

## **Rollins Fork Area:**

- In Rollins Fork, the KGI pole will be at 60 ft. A Point to Point (PTP) signal from KGI's primary Shiloh tower located on Rt301/Rt3 will send a signal to the Rollins Fork pole. Antenna equipment will be placed on the pole. Frequencies are 3.6 GHz (already licensed), 5.8 GHz, and 900 MHz. Customer will have a CPE receiver and router with 2 wi-fi channels. Propagation/heat maps are provided for these covered areas.
- Advantages: Since this is a rural area, the serviceable units can be reached within a 7-10 mile radius. Houses are spread and land mass is greater here.

Additional: KGI has two primary Towers that will provide initial signal and system redundancy to assure a 99.9% reliability of the network. Leased fiber from Verizon provides a basic 10G backbone to the system, but is expandable using the current equipment to 100G

## 10. Project Readiness

What is the current state of project development (e.g. planning, preliminary engineering, identifying easements/permits, final design, etc.)? Prepare a detailed project timeline or construction schedule which identifies

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specific tasks, staff, contractor(s) responsible, collection of data, etc., and estimated start and completion dates. Provide any Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) (drafts are allowable), letters of support, etc. The timeline should include all activities being completed within 12 months of contract execution with DHCD. Label Attachments: Attachment 6 – Timeline/Project Management Plan; Attachment 7 – Relationship between Applicant/Co-Applicant; Attachment 8 – Letters of Support;

- i. If the partnership is formalized in a written agreement, provide a copy of that agreement.
- ii. If the partnership has not been formalized, provide a short description of the project management role, financial commitment, or other contribution to the project for the applicant, co-applicant, and any additional partners.
- iii. If applicant is not a locality(s) in which the project will occur, please provide a letter of support from that locality.

#### Answer:

KGI follows Project Management Institute (PMI) and the Society for American Value Engineering (SAVE) practices and as such our work is planned and executed in 5 phases: Design, Implementation, Testing, Go-Live, and Operations/Maintenance. During the design phase, all engineering and material cost estimates are validated and completed and include contingencies for variations in material substitutions and shipping costs. Costs and lead times for permits are also included. The design phase is complete. Implementation is phased to provide business solutions first as they have the greatest infrastructure needs followed by logical residential services. The longest lead time is Dominion Energy Pole Agreement process which can take up to two months. It is anticipated that with the partnership of King George County, the permits for the pole in Rollins Fork, the Dominion electric poles in the Meadows, and the antenna installations in the Meadows will be completed up to four months.

i. copy of the lease agreement for the pole in Rollins Fork area (see Bowler Lease Agreement is part of attachment 1)

ii. Project management role is to coordinate al vendors and send the VATI award information to them so they can get started with the proposals. KGI's Project Manager has already spoken with all vendors letting them know of the possibility the this project could be awarded. In addition, the Project Manager has been working with King George County Liaison regarding the permits for the Rollins Fork area and the poles for Dominion in the Meadows. KGI has the Dominion Pole agreement, which will be signed by KGI if awarded the VATI grant. A copy of the estimate from the fiber installation company is attached for the Meadows at Dahlgren, which will be used to start the hybrid fiber small cell (HFC) on Dominion poles. KGI has vendors ready to proceed if the grant is awarded. They only require a copy of the award that shows VATI money for projects.

See Attachment 6 - Timeline/Project Management Plan

See Attachment 7 - Relationshsip between Applicant/Co-Applicant

iii. See letters of support from locality

Congressman Rob Wittman

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- King George County Schools
- King George County Administrator

## (Attachment 8 - Letters of Support)

- 11. Matching funds: Provide a description of the matching funds the applicant and co-applicant will invest in the proposed project (VATI funding cannot exceed 80 percent of total project cost). The Funding Sources Table must be completed. Label Attachments: Attachment 9 Documentation of Match Funding; Attachment 10 Funding Sources Table;
  - i. For each element of matching funds in the description, indicate the type of match (e.g. cash, salary expense, or in-kind contribution).
  - ii. Identify whether the applicant or co-applicant is responsible for providing each element of the proposed matching funds.
  - iii. Include copies of vendor quotes or documented cost estimates supporting the proposed budget.

#### Answer:

The total project cost is \$602,360.

- i. Cash, salary expense, or in-kind contribution shown in parentheses; and ii. Applicant/Co-Applicant responsibilities for providing each element of the proposed matching funds: see below
- ii. Identify whether the applicant of co-applicant is responsible: see below

**In-kind Contributions:** 

## **KGI** (co-applicant) Contributions:

- System Engineering \$15,000 (in-kind)
- Residential Install Discount: 106 Serviceable Units @ \$211 = \$22,366.00
- Performance Bond (3%) \$1,400.00 (in-kind)
- Project Management/Mapping Services \$10,500 (in-kind)
- System Engineering \$15,000 (in-kind)
- Mapping Services \$3,500 (in-kind)
- Residential Discount 180 Serviceable Units @ \$211 = \$37,980 (in-kind)

• Bowler Discount Lease (5 yrs) - \$18,000 (in-kind)

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- Electric hook up and meter \$2,000 (in-kind)
- Performance bond (3%) \$2,300 (in-kind)

# **King George County (Applicant) Contributations:**

- Pole permit and engineering fees \$9,000 (in-kind)
- Liaison Services \$5,000 (in-kind)
- iii. Vendor quotes and documented cost estimates supporting the proposed budget: (see Attachment 9)
- 12. Applicant and Co-Applicant: A description of the public-private partnership involved in the project. Detail the local government assistance: Local government co-applicants should demonstrate assistance to project that will lower overall cost and further assist in the timely completion of construction, including assistance with permits, rights of way, easements, and other issues that may hinder or delay timely construction and increase cost. Provide detail if this project includes additional partners such as municipal providers, middle-mile providers, or investor-owned utilities

#### Answer:

- King George County Board of Supervisors approved this VATI grant to partner with KGI Communications, LLC. The County will expedite permits and expedite approval of engineering plans and conditional use permits. The County has already voted to waive all permitting fees. The County will assist with county easement, if needed.
- KGI will hire a sub-contractor, Express-tek for installing fiber in the Meadows at Dahlgren. The electric poles used for this project will be leased from Dominion Power.
- 13. Identify key individuals, including name and title, who will be responsible for the management of the project. Provide a concise description of their role and responsibilities for the project. Present this information in table format.

#### Answer:

Juan Marte: CEO KGI and IT Engineer

Michele Wido: President KGI and Project Manager

Kimberly Wilson: Economic Development & Tourism Specialist & King George County Liaison

14. Project Budget and Cost Appropriateness

Applicants shall provide a detailed budget as to how the grant funds will be utilized, including an itemization of equipment and construction costs and a justification of proposed expenses. Expenses should substantiated by clear

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cost estimates. Label Attachment: Attachment 11 – Derivation of Costs; Attachment 12 - Documentation of Supporting Costs; Attachment 13 – Supporting Documentation of Cost Estimates.

#### Answer:

Below is a detailed budget for two detailed project:

## Meadows at Dahlgren:

- Express-tek (fiber): \$136,125.00
- DoubleRadius #272209: \$33,352.74
- System Infrastructure DoubleRadius: \$124,958.21
- Dominion Pole Non-wireless Leases x 5 yrs: \$25,000
- Dominon Pole Antenna Leases x 5 years: \$67,275.00
- Surety Bond for Dominion: \$2,800.00
- 5% Contingency: \$19,500.00
- System Engineering: \$15,000 (in-kind)
- Residential Installation Discount 106 service units @ \$211: \$22,366.00 (in-kind)
- Performance Bond (3%): \$1,400.00 (in-kind)
- Project Management/Mapping Services: \$10,500 (in-kind)

## **Rollins Fork/Westmoreland County:**

- System Infrastructure Material DoubleRadius: \$30,673.42
- Few Oaks Farm (for pole): \$3,130.00
- CRC Contracting (for engineering design): \$3,000.00
- Pole Land Lease (5 yrs): \$12,000.00
- 5% Contingency: \$2,500.00
- System Engineering: \$15,000 (in-kind)
- Mapping Services: \$3,500 (in-kind)
- Residential Discount \$211 per house (180 service units): \$37,980 (in-kind)
- Bowler Discount Lease (5 yrs) \$18,000.00 (in-kind)
- Electric hook up and meter: \$2,000.00 (in-kind)
- Performance bond (3%): \$2,300.00 (in-kind)

## **King George County In-Kind:**

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• Pole permit and engineering fees: \$9,000 (in-kind)

• Liaison Services: \$5,000

Total Project: \$602,360

Non-County In-kind: \$128,046

King George County In-Kind: \$14,000

VATI Request: \$460,314

Match: 24%

- 15. The cost benefit index is comprised of three factors: (i) state share for the total project cost, (ii) state cost per unit passed, and (iii) the internet speed. From these statistics, individual cost benefit scores are calculated. Finally, the three component scores are averaged together and converted to a 30-point scale to form a composite score. Please provide the following three pieces of information:
  - a. Total State funding requested / Total Project cost
  - b. Number of serviceable units
  - c. Highest residential speed available

#### Answer:

- a. Total State funding requested: \$460,314 / Total Project cost: \$602,360
- b. Number of serviceable units: 286
- c. Highest residential speed available: up to 200 Mbps
- 16. A brief description of applicant and co-applicant's history or experience with managing grants and constructing broadband communication facilities in the Commonwealth of Virginia and elsewhere.

#### Answer:

 King George manages grants from the Commonwealth and the Federal Government on an ongoing basis. King George County has received numerous grants from a variety of Virginia agencies and has a detailed process to review grant applications and manage ongoing grants. In December 2016, King George County partnered with Metrocast and applied for the 2017 VATI grant. King George County was not awarded the grant. In January 2018, King George County applied and was awarded the CDBG

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King George County

King George County / KGI 2020 VATI Application

Planning Grant - 2017. Also, in March 2018, King George County applied and was awarded the CDBG Planning Grant - 2017 for different project.

• KGI Communications has significant experience deploying wireless broadband and has been providing high speed internet in King George County since 2017. KGI installed equipment on three communication towers located in Shiloh, Dahlgren, and James Madison districts of King George County. KGI's construction company is CRC Contracting Inc. KGI is 100% wholly owned subsidiary of CRC. KGI's climbers are ENSA and Browz certified. KGI uses multiple frequencies including: 3.65 GHz, 5.8 GHz, and 900 MHz. In addition, KGI's CEO has been providing fiber to the home (FTTH) and has a 20 year contract with the Dominican Republic government to provide in the CIBAO region.

## 17. Commonwealth Priorities

Additional points will be awarded to proposed projects that reflect Commonwealth priorities. Please describe if the project fits into a larger locality or regional universal broadband plan.

#### Answer:

King George County and KGI Partnership's proposed project reflects Commonwealth priorities.

King George County desires that all rural counties receive adequate broadband. For the Stafford VATI grant, King George County sent a support letter for their project. In rural areas, it is hard to find ISP's willing to invest in broadband. King George now has the opportunity to help another neighboring county, Westmoreland. The Rollins Fork project area in King George County is where the pole will be installed and will service King George residents and Westmoreland County residents. KGI's proposed signal in the Rollins Fork area can service the following streets:

## 18. Additional Information

Any other equitable factor that the applicant desires to include. Applicants are limited to four additional attachments. Label Additional Attachments as:

- a. Attachment 14 Two most recent Form 477 submitted to the FCC or equivalent
- b. Attachment 15 Copy of Public Notice
- c. Attachment 16 XXXXXXX
- d. Attachment 17 XXXXXXX
- e. Attachment 18 XXXXXXX
- f. Attachment 19 XXXXXXX

#### Answer:

N/A

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King George County / KGI 2020 VATI Application

#### **Attachments:**

Map(s) of project area, including proposed infrastructure

Attachment1ProjectAreaMap91201965338.pdf

Map(s) or schematic of existing broadband providers (inventory of existing assets)

Attachment2ExistingProviderMap91201981613.pdf

Documentation that proposed project area is not designated for Connect America Funding (CAF)

Attachment3DocumentationCAFFundingArea93201922214.pdf

Documentation that proposed project area is unserved based on VATI criteria

Attachment4DocumentationUnservedAreaVATIcriteria91201970231.pdf

Propagation Map if Wireless Project

Attachment5PropagationMapWirelessProject91201981458.pdf

Project Management Plan

Attachment6TimelineProjectManagementPlan830201943352.pdf

Documentation of relationship between applicant and co-applicant (formal or informal)

Attachment7RelationshipbetweenApplicantCoApplicant830201923640.pdf

Letters of Support

Attachment8LettersofSupport93201922348.pdf

Documentation for in-kind contributions, including value(s)

Attachment9DocumentationofMatchingFunding93201923606.pdf

**Funding Sources Table** 

Attachment10VATIFundingSourcesTable932019123149.pdf

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King George County

King George County / KGI 2020 VATI Application

**Derivation of Cost (Project Budget)** 

Attachment11DerivationofCost93201924233.pdf

Documentation supporting project costs (i.e. vendor quotes)

Attachment12DocumentationofSupportingCosts93201923841.pdf

Supporting documentation for costs estimates

Attachment 13 Supporting Documents of Cost Estimates 93201924102. pdf

Two most recent Form 477 submitted to FCC

Attachment14Form477FilingstoFCC829201982110.pdf

Copy of Public Notice

Attachment15CopyofPublicNotice829201982838.pdf

Optional

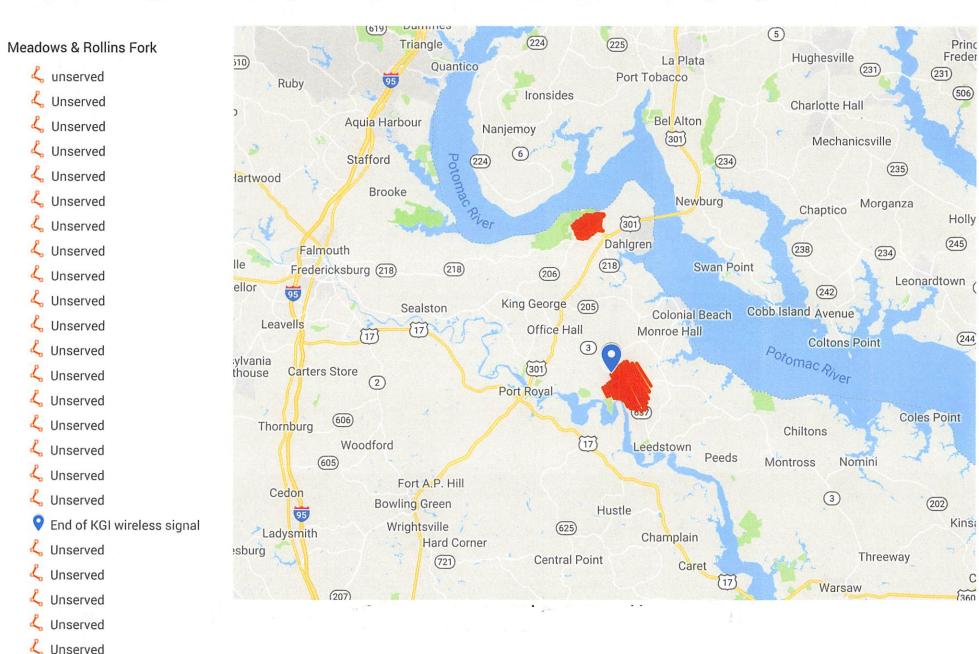
Attachment16KingGeorgeCountyBROADBANDCONCEPTUALRFP830201924155.pdf

Optional

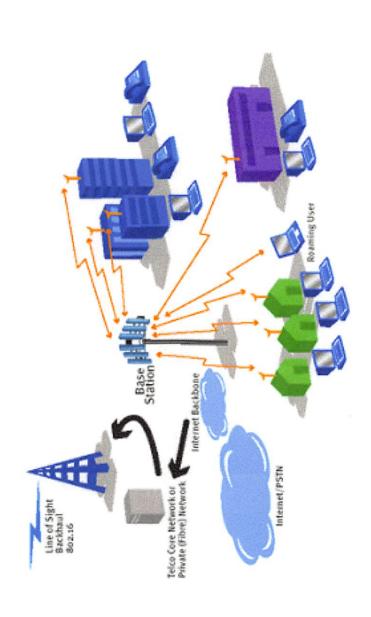
Attachment17KGIMonthlyServicePricingPackages932019123740.pdf

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# (ing George County Proposed Broadband Deployment



Unserved



Utility Poles Pole top antennas may increase pole height by no more than 6 feet Streetlight

Pole Topper

Flush Mounted

Pole Topper

Flush Mounted

#### DEED OF LEASE AGREEMENT

#### RECITALS

WHEREAS, Landlord owns, leases or controls that certain real property having the street address of 16329 County Line Drive, King George, Virginia 22485, containing approximately 4.694 acres of land, identified on the Tax Map of King George County, Virginia as Parcel Number 41 61 and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**") and has the right of convenient access to and from State Route 3 (Kings Highway).

WHEREAS, Tenant wishes to lease space on the Property, together with other related rights as described in this Agreement, to install, operate, and maintain telecommunication facilities, and Landlord is willing to lease such space and grant such rights upon the terms and conditions set forth in this Agreement.

#### **AGREEMENT**

In consideration of the rents, covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Landlord and Tenant each covenant, warrant and agree as follows:

## 1. Premises.

- (a) Landlord hereby grants, demises and leases to Tenant, and Tenant hereby leases from Landlord: (i) a 5' x 5' area of land on the Property (the "Ground Space") for the installation, operation and maintenance of communications equipment and (ii) additional space on, above, under or through the Property for the installation, operation and maintenance of wires, cables, conduits and pipes running from the Ground Space to all necessary electrical, telephone and fiber optic utility sources located on the Property or adjacent thereto (the "Cabling Space"). The Ground Space and the Cabling Space are hereinafter collectively referred to as the "Premises" and the location of the Ground Space is as generally shown on the site plan attached hereto as Exhibit B and made a part hereof. Tenant shall have the right to prepare a survey of the Property, the Ground Space and the Cabling Space, and said survey shall replace Exhibit B and shall control in the event of boundary and access discrepancies between it and any site plan. Tenant shall pay all costs for the preparation of the survey.
  - (b) Landlord further grants to Tenant the non-exclusive right of ingress and egress from a public

right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property to and from the Premises as required for the Tenant Use (as defined in Section 3).

(c) In the event that the existing electric, telephone, cable or fiber utility sources located on the Property are insufficient for the Tenant Use, Landlord agrees to obtain for the benefit of Tenant or the local utility provider the right and easement, at Tenant's sole cost and expense, to install such utilities on, over and/or under the Property as is necessary for the Tenant Use.

## 2. Term.

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- (a) This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "Initial Term") shall commence on the Commencement Date and shall expire on the Expiration Date. The "Commencement Date" shall be the date Tenant commences installation of the Tenant Equipment (defined below) in the Premises. The "Expiration Date" shall be the last day of the month containing the fifth (5<sup>th</sup>) anniversary of the Commencement Date.
- (b) Unless terminated by Tenant pursuant to this paragraph, this Agreement shall automatically be extended for additional, successive one (1) year terms (each, an "Extension Term"). The Initial Term and any and all Extension Terms, if applicable, shall be collectively referred to herein as the "Term." However, Tenant may elect to terminate this Agreement at the end of the Initial Term or the then-current Extension Term by giving written notice to Landlord not less than thirty (30) days prior to the end of the Initial Term or the then-current Extension Term, as applicable. Landlord and Tenant agree that they shall confirm the Commencement Date, the Initial Term, any Extension Term, if applicable, and any other material dates in writing if either Party so requests.
- (c) If this Agreement is terminated in accordance with this Section 2, this Agreement shall be of no further force or effect as of the termination date except for those provisions expressly agreed to survive such a termination. All accrued Rent (as defined below) paid to Landlord before said termination date shall be retained by Landlord, and upon such termination, Tenant shall have no further obligations for the payment of Rent to Landlord.
- 3. <u>Use</u>. Tenant may use the Premises for the purpose of installation, operation and management of a telecommunications facility, including a support structure, antennas, wires, cables, conduits, piping, electrical and utility lines, including fiber optic cables, and other related equipment or personal property (collectively, the "Tenant Equipment"), which shall include the right to replace, repair, add or otherwise modify its Tenant Equipment or any portion thereof and the frequencies over which the Tenant Equipment operates (the "Tenant Use").
- 4. <u>Contingencies</u>. It is understood and agreed that Tenant's ability to use the Premises is contingent upon receipt by Tenant of all certificates, permits and other approvals that may be required by any federal, state or local authorities (each a "Governmental Authority") to permit the use of the Premises for the Tenant Use (collectively the "Governmental Approvals"). Tenant shall apply for all such Governmental Approvals promptly after the Effective Date. Landlord shall cooperate with Tenant in Tenant's effort to obtain such approvals and shall take no action that would adversely affect Tenant's ability to obtain or maintain the Governmental Approvals.

In the event that: (i) any application for Governmental Approvals is finally rejected; (ii) Tenant determines that such Governmental Approvals cannot be obtained in a timely manner or (iii) Tenant determines, in Tenant's sole discretion, that the Premises are no longer compatible for Tenant's use, are technologically obsolete or are unnecessary, then, in any of such events, Tenant shall have the right to terminate this Agreement. Notice of Tenant's exercise of a termination right under this Section 4 shall be given to Landlord and shall be effective in accordance with the notice provisions set forth in Section 22. If this Agreement is terminated in accordance with this Section 4, this Agreement shall be of no further force or effect except for those provisions expressly agreed to survive such termination. All accrued Rent paid to Landlord before said termination date shall be retained by Landlord, and upon such termination, Tenant shall have no further obligations for the payment of Rent to Landlord.

If, after the Commencement Date has occurred, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then Tenant shall have the right to terminate this Agreement in accordance with this Section.

- 5. Rent. Commencing on the Commencement Date and continuing thereafter for the duration of the Initial Term, annual rental ("Rent") of Two Thousand, Four Hundred and 00/100 Dollars (\$2,400.00) shall accrue and be payable by Tenant to Landlord in equal monthly installments of Two Hundred and 00/100 Dollars (\$200.00), in advance, on the first day of the month, with partial months being prorated. Upon the commencement of the first (1st) Extension Term, if applicable, and continuing for the remainder of the Term, the annual Rent shall equal one hundred three percent (103%) of the annual rental paid during the Initial Term. Unless Landlord notifies Tenant otherwise, Rent shall be paid to Landlord at Landlord's address provided herein. Changes to the person, firm or place to which Rent payment shall be made must be given in writing to Tenant, and such payment changes will become effective as of the first day of the second (2nd) full calendar month after Tenant receives such notice. If the Parties so agree, Tenant may pay Rent by electronic funds transfer and, in such event, Landlord shall provide Tenant with the appropriate bank routing information.
- 6. <u>Utilities</u>. Tenant may, during the Term, install and maintain a permanent and/or temporary power source, and all related equipment and appurtenances, within the Premises, or in such other locations on the Property as Landlord may reasonably approve, for use during power interruptions. Tenant shall have the right to install additional conduits connecting the temporary power source and related appurtenances to Tenant Equipment within the Premises.
- 7. <u>Tenant's Improvements</u>. Tenant shall have the right to make all such improvements as Tenant shall deem necessary or appropriate to operate the Premises for the Tenant Use. The installation of all improvements shall be at Tenant's sole costs and expense.

## 8. Interference.

(a) The Tenant Equipment shall be of a type and shall operate on a frequency that will not cause harmful interference with any electrical equipment of Landlord or other tenants of Landlord that was installed on the Property prior to the Effective Date. Harmful interference is interference that is measurable in accordance with the then-existing wireless telecommunications industry standards. In the event any of

the Tenant Equipment causes harmful interference with any such existing equipment, and Landlord has notified Tenant in writing of such harmful interference, Tenant will take all commercially reasonable steps necessary to correct and eliminate the harmful interference, including but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Landlord be entitled to terminate this Agreement or relocate the Tenant Equipment as long as Tenant is making a good faith effort to remedy the harmful interference.

- (b) Landlord agrees that Landlord and/or any other tenants of Landlord who have now or in the future a right to possession of any portion of the Property shall not install any type of equipment that will cause harmful interference to the Tenant Equipment.
- (c) The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 8. Accordingly, either Party shall have the right to seek injunctive relief and/or specific performance in the event of a breach of this Section.
- 9. <u>Maintenance</u>. Throughout the Term, Tenant will maintain the Tenant Equipment in good condition, reasonable wear and tear and casualty damage excepted. Throughout the Term, Landlord shall maintain the Property and all other structures and systems thereon (including, but not limited to, any common areas, fire extinguishing systems and utility systems) in good operating condition and repair.

# 10. Applicable Laws.

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- (a) As used in this Agreement, "Laws" shall mean all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, restrictions of record, permits, building codes and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act), and "Environmental Laws" shall mean all environmental laws, including any regulations, guidelines, standards or policies of any Governmental Authority regulating or imposing standards of liability or standards of conduct for environmental conditions or concerns, now in effect or which may hereafter come into effect.
- (b) During the Term, Landlord shall keep the Property and all of Landlord's structures and systems thereon, including common areas, in compliance with all Laws. Landlord's obligations under this Section 10 shall include compliance with all Laws with respect to the Property and such structures and systems in general (but excluding the Premises) without regard to specific use including, without limitation, modifications to the Property required to enable Tenant to obtain all necessary building permits. Landlord shall be responsible for compliance with all Environmental Laws that are in any way related to activity now or previously conducted in, on or in any way related to the Property to the extent of Landlord's interest therein.
- (c) During the Term, Tenant, at Tenant's sole cost and expense, with respect to the Premises only, shall comply with all Laws relating solely to the specific and unique nature of the Tenant Use, including all building codes that require modifications to the Premises to permit the Tenant Use. Tenant shall be responsible for compliance with all Environmental Laws with regard to any environmental conditions or concerns that are caused by, or relate to, the activities of Tenant, or any employees, agents, invitees or

contractors of Tenant, in or about the Premises or the Property.

## 11. Insurance.

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- (a) Landlord and Tenant agree that during the Term each of them shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence. Landlord and Tenant each agree to include the other as an additional insured.
- (b) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties, and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

## 12. Indemnification.

- (a) Subject to Paragraph 11, Tenant shall indemnify and hold Landlord harmless against: (i) any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Tenant, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Landlord or its employees, contractors or agents; and (ii) any and all liabilities, obligations, charges, losses, damages, penalties, claims, actions and expenses that directly or indirectly arise from a failure of Tenant or the Premises to comply with any Environmental Law, to the extent that such non-compliance results from conditions caused by Tenant or any employees, agents, invitees or contractors of Tenant. The foregoing indemnification shall survive any assignment or termination of this Agreement.
- (b) Subject to Paragraph 11, Landlord shall indemnify and hold Tenant harmless against: (i) any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Landlord, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Tenant or its employees, contractors, or agents; and (ii) any and all liabilities, obligations, charges, losses, damages, penalties, claims, actions and expenses that directly or indirectly arise from a failure of Landlord or the Property to comply with any Environmental Law, except to the extent that such failure to comply results from conditions caused by Tenant or any employees, agents, invitees, or contractors of Tenant. The foregoing indemnification shall survive any assignment or termination of this Agreement.
- 13. <u>Casualty</u>. In the event of damage by fire or other casualty to any portion of the Premises that materially impacts the Tenant Use, Rent shall abate during the period of repair following such casualty in proportion to the degree to which the Tenant Use is impaired. If the damage cannot reasonably be expected to be repaired within forty-five (45) days after the casualty or such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than five (5) days, then Tenant may, at any time

following such casualty, terminate this Agreement upon written notice to Landlord setting a termination date not less than thirty (30) days after the date of the notice. If Tenant provides such notice of termination in accordance with this Section 13, then, unless Landlord has completed the restoration required to permit Tenant to resume its operation at the Premises before the proposed termination date, this Agreement shall terminate with the same force and effect as though the termination date set forth in such notice were the expiration date of the Term of this Agreement, and the Parties shall equitably adjust all payments due under this Agreement as of such termination date.

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- 14. <u>Condemnation</u>. In the event of any condemnation of the Property, or of less than all of the Property but including any portion of the Premises, this Agreement shall terminate as of the date such condemnation becomes effective with the same force and effect as though the effective date of such condemnation were the date originally set as the expiration date of the Term of this Agreement, and the Parties shall equitably adjust all payments due under this Agreement as of such termination date.
- 15. <u>Default</u>. If either Party fails to comply with any of the provisions of this Agreement, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required if the breaching Party begins the cure within such period and thereafter continuously and diligently pursues the cure to completion. Notwithstanding the foregoing, if any breach by Landlord interferes with the Tenant Use, Landlord must cure such breach within five (5) days after Landlord's receipt of written notice of such breach; provided, however, that if the nature of Landlord's obligation is such that more than five (5) days is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion. If the breaching Party fails to cure the breach within the time periods provided in this Section, it shall be a "**Default**" under this Agreement.
- 16. Remedies. In the event of a Default by either Party, without limiting any other rights, remedies or recourses available to the non-defaulting Party, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party in equity or under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a Default, the non-defaulting Party may, at its option (but without any obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party within thirty (30) days of its receipt of an invoice therefor. If Tenant undertakes any such performance on Landlord's behalf and Landlord does not pay Tenant the full amount within such period, Tenant may offset the full amount against any Rent or other amount owed by Tenant to Landlord under this Agreement. This Section shall survive any expiration or termination of this Agreement.
- 17. End of Term. Upon the expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, Tenant shall remove the Tenant Equipment (excepting any footers and foundations) and restore the Premises to its original condition as of the Effective Date, except for reasonable wear and tear and any casualty damage. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant, and Tenant shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. This Section shall survive any expiration

or termination of this Agreement.

- 18. Assignment/Subleasing. Tenant shall have the right to sell, assign or transfer this Agreement (without any approval or consent of Landlord) to: (a) Tenant's parent company or to an affiliate or subsidiary of Tenant or of Tenant's parent company; or (b) to any entity which acquires all or substantially all of Tenant's assets in the market (as defined by the Federal Communications Commission) in which the Property is located by reason of a merger, acquisition or other business reorganization. Except for the foregoing, this Agreement may not be sold, assigned or transferred without the written consent of Landlord, which such consent shall not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest, or control of Tenant, or transfer upon partnership or corporate dissolution of Tenant, shall constitute an assignment of this Agreement. Tenant shall have the right to sublease any portion of the Premises or Tenant Equipment without the consent of Landlord. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.
- 19. <u>Attorneys' Fees and Costs</u>. In the event that any Party to this Agreement commences a legal action against the other Party to enforce any of the terms of this Agreement, the prevailing Party in such legal action shall be entitled to recover, from the non-prevailing Party, its reasonable attorneys' fees and reasonable costs of litigation, including reasonable expert and consulting fees.
- 20. Rights Upon Sale. Should Landlord, at any time during the Term sell or transfer all or any part of the Property to a purchaser other than Tenant, such transfer shall be subject to this Agreement, and Landlord shall require any such purchaser or transferee to recognize Tenant's rights under the terms of this Agreement in a written instrument signed by Landlord and the third party transferee. In the event that Landlord completes any such transfer without executing such a written instrument, then Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.
- 21. Subordination and Non-Disturbance. At Landlord's option, this Agreement shall be subordinate to any mortgage, deed of trust or other security agreement (each a "Mortgage") by Landlord which, from time to time, may encumber all or part of the Property; provided, however, the lender under every such Mortgage shall, in the event of a foreclosure of Landlord's interest, recognize the validity of this Agreement and Tenant's right to remain in occupancy of and have access to the Premises, as long as no Default by Tenant exists under this Agreement. Tenant shall execute instruments reasonably necessary to evidence this subordination clause upon request. If the Property is encumbered by a Mortgage as of the Effective Date, then Landlord immediately after this Agreement is executed shall use reasonable efforts to obtain and furnish to Tenant a non-disturbance agreement in recordable form for each such Mortgage. If Landlord defaults in any payment or other performance obligations under any Mortgage encumbering the Property, Tenant may, at its option (but without any obligation to do so), cure or correct such default and, upon doing so, Tenant: (a) shall be subrogated to any and all rights, titles, liens and/or equities of the holders of such Mortgage; and (b) may offset the full amount of the cost of curing such default against any Rent or other amount owed by Tenant to Landlord under this Agreement.
- 22. <u>Notices</u>. Unless specifically stated otherwise in this Agreement, all notices, waivers and demands required under this Agreement shall be in writing and delivered to all other Parties at the addresses below, by one of the following methods:

- (a) Hand delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (b) A nationally recognized overnight courier company, whereby delivery is deemed to have occurred the next business day following deposit with the courier; or
- (c) Certified United States Mail, return receipt requested and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service:

#### To Landlord:

William C. Bowler, Jr. and Patricia M. Bowler 16333 County Line Drive King George, Virginia 22485

#### To Tenant:

KGI Communications, LLC c/o Michele Wido, President 4485 Danube Drive – Suite 8A King George, Virginia 22485

Any Party shall change its address for purposes of this Section 22 by giving written notice as provided in this Section 22. All notices and demands delivered by a Party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. Notices shall be valid only if served in the manner provided in this Section 22.

- 23. <u>Recording</u>. Landlord and Tenant agree to execute a memorandum of this Agreement that Tenant may record, at Tenant's sole cost and expense, with the appropriate recording officer. The date set forth in such memorandum is for recording purposes only and bears no reference to commencement of either the Term or rent payments.
- 24. <u>Submission of Lease</u>. The submission of this Agreement for examination does not constitute an offer to lease the Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the Parties.
- 25. <u>Title</u>. Landlord represents and warrants that Landlord is the owner of the Property and has full authority to enter into and execute this Agreement and to grant to Tenant the rights of access and utilities described herein. Landlord further represents and warrants that to Landlord's actual knowledge there are no liens, judgments or other title matters materially and adversely affecting Landlord's interest in the Property and that there are no covenants, easements or restrictions that prevent the use of the Premises for the Tenant Use.
- 26. Integration. It is agreed and understood that this Agreement contains all agreements, promises and

understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights, and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity.

- 27. <u>Survival</u>. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- 28. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the Commonwealth of Virginia without regard to its conflict of laws provisions.
- 29. <u>Captions</u>. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.
- 30. <u>Deed of Lease</u>. This Agreement is hereby executed under seal, and the Parties executing this Agreement hereby intend for this Agreement to be a deed of lease executed under seal by all Parties.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and affixed their respective seals as of the date first above written.

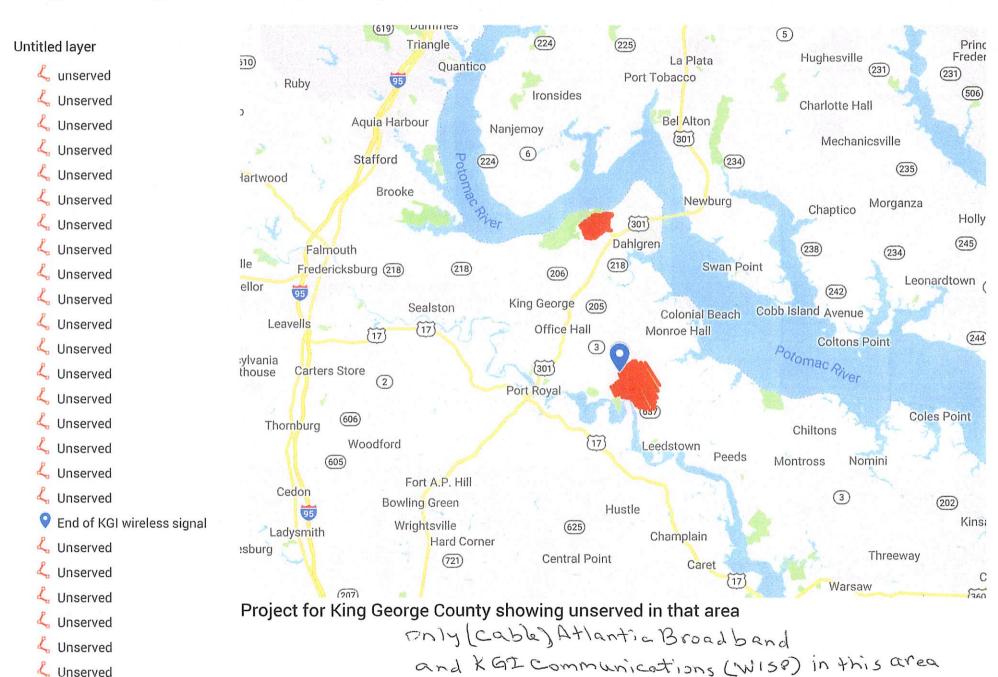
LANDLORD:

# WILLIAM C. BOWLER, JR. and PATRICIA M. BOWLER, husband and wife By: Lea C. Bowler, Jr. Date: 1-22-19 and Ry: Jahren M. Bowler Date: 1-22-19 TENANT: KGI COMMUNICATIONS, LLC, a Virginia limited liability company By: Luan Marte [SEAL]

Chief Executive Officer

Date:

# (ing George County Project Unserved



RUBY A. BRABO At-Large Election District

CATHY BINDER Shiloh Election District

RICHARD A. GRANGER James Madison Election District

JEFFREY BUECHE
James Monroe Election District

JOHN E. JENKINS JR. Dahlgren Election District Metrid George County, Virging

OFFICE OF THE COUNTY ADMINISTRATOR

10459 Courthouse Drive Suite 200 King George, VA 22485 Telephone: (540) 775-9181 Fax: (540) 775-5248

nyoung@co.kinggeorge.state.va.us www.king-george.va.us

September 3, 2019

Erik C. Johnston, Director Virginia Department of Housing and Community Development 600 East Main Street, Suite 300 Richmond, VA 23219

Dear Mr. Johnston,

I hereby certify that King George County has never applied for nor received funding from the Federal Communications Commission's Connect America Fund for broadband expansion in the Commonwealth of Virginia.

Very Respectfully,

Neiman C. Young, PhD County Administrator

# (ing George County Project Unserved

# Untitled layer unserved End of KGI wireless signal Unserved Unserved Unserved Unserved

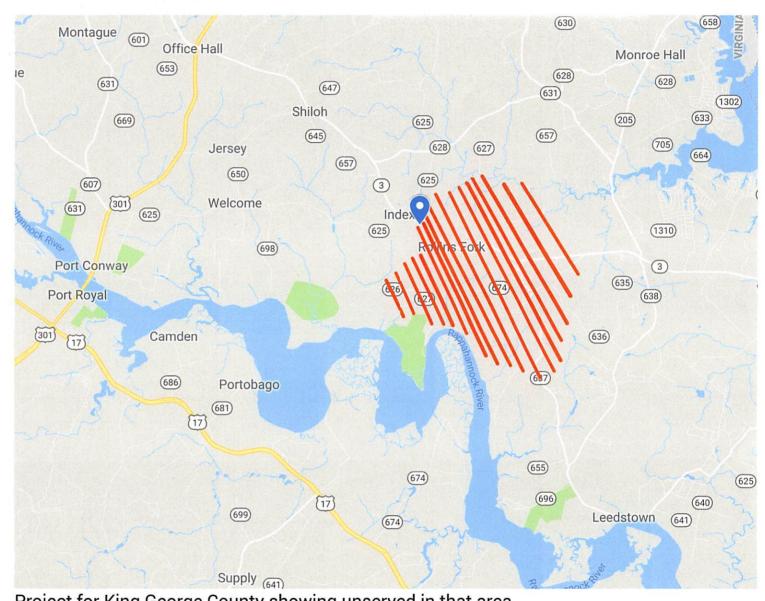
Unserved Unserved



# (ing George County Project Unserved

# Untitled layer

- 4 unserved
- End of KGI wireless signal
- Unserved
- Unserved
- Unserved
- Unserved
- Unserved
- Unserved



Project for King George County showing unserved in that area

# (ing George County Project Unserved

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#### The Meadows at Dahlgren Project

A hybrid fiber small cell (HFC) design is the best option for this rural subdivision. Fiber to the home is too costly.

From the Dahlgren tower located at Rt 301/ Rt 218 run fiber to the main entrance of the Meadows on poles at Monte Vista Drive. Once entered, change to wireless with 600 GHz, 5 GHz, and 2.4 GHz. From the first pole, go wireless to another pole using the frequency 24 Gig. Jump pole to pole to each small cell, transmitting 2.5 gig to each pole.

Streets include Monte Vista Dr, Wineberry Ln, Bogart Landing, Boland Dr, Whispering Woods Ln, Serenity Ln, Island View Way, Harryberry Ln, Granview Rd, Piney Green Rd, Crooked Creek Ln, Blackcastle Court, Panorama, Edwards Dr, Castle Ct, Deep Cove Landing, Azurite Dr, Dockside Ct, Nigh Heron Pt, Erin Ct, Ellis Way, Stacy Ln, and Tranquility Ln.

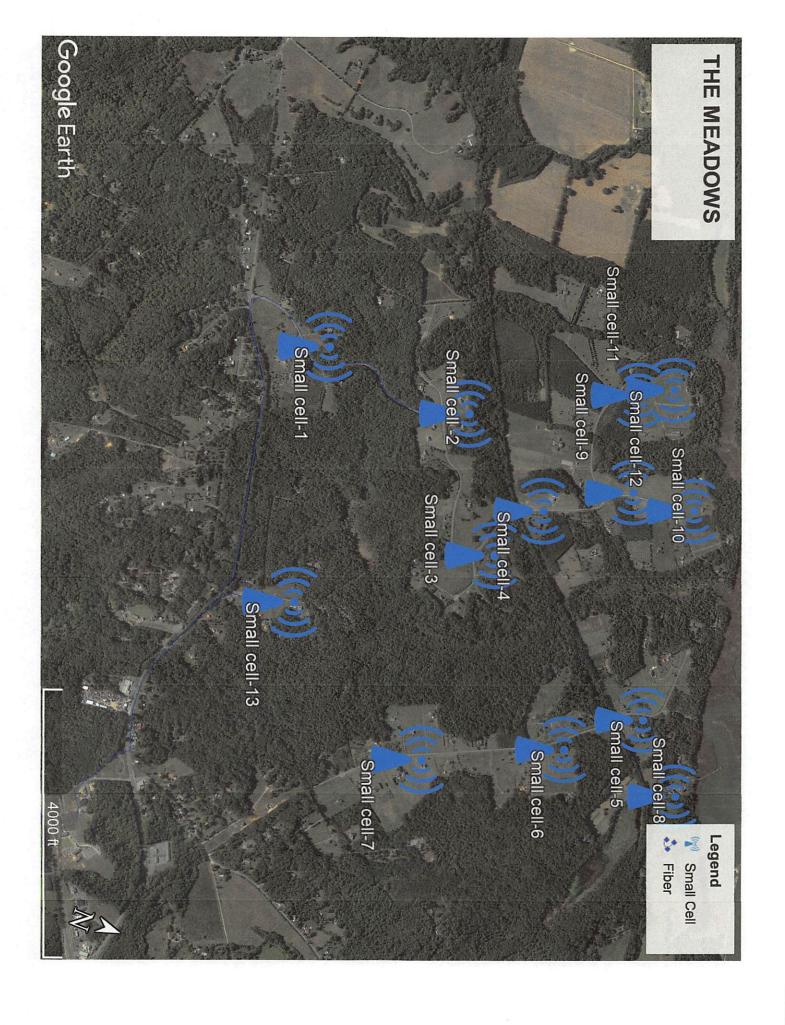
Total Serviceable Units: 106

#### Rollins Fork Project

A fixed wireless design is the best for this rural area. From KGI's Shiloh tower on Rt 301/Rt3, Point to Point to a 60' Wooden pole will be placed near County Line Rd. on leased property using 5 Ghz. It will be a 1 GB connection up and down. 5.6 GHz, 3.65 GHz, and 900 MHz antenna equipment will be placed on the pole.

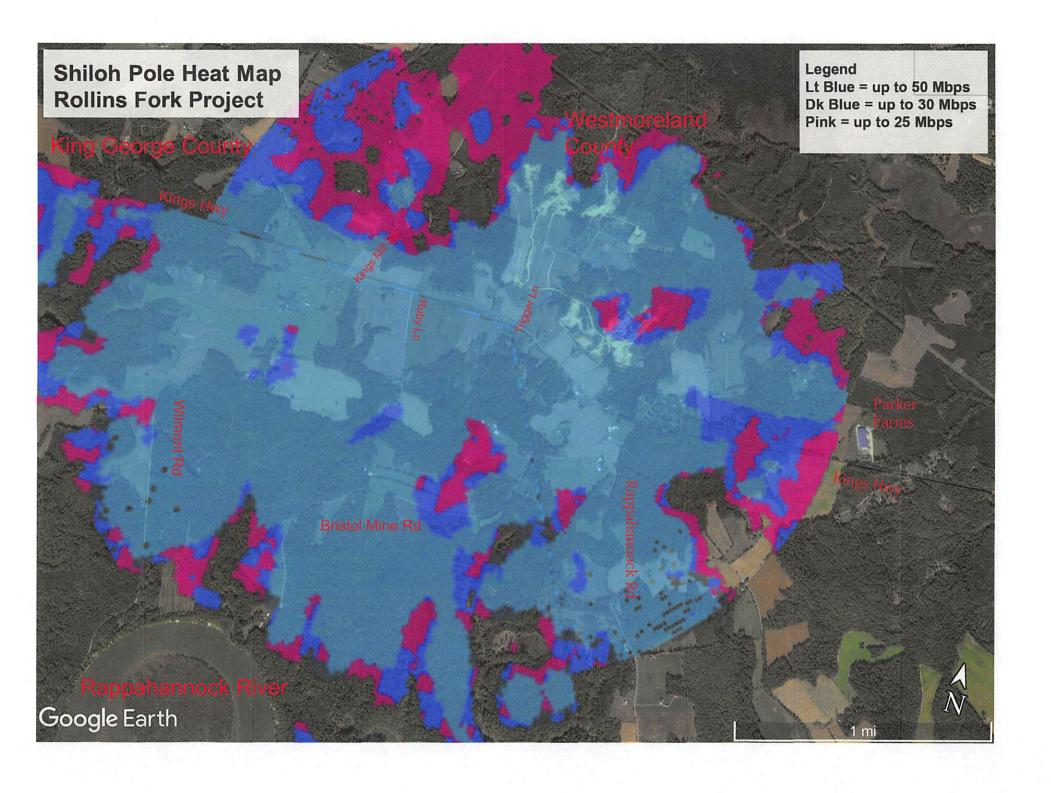
Streets include parts of Greenlaw Way, Wilmont Rd, Rollins Fork Rd, Rangerwood Blvd, Ruby Ln, parts of Claymont Rd, Bristol Mine Rd, Kings Hwy (in the Rollins area), Windmill Ln, Kings Mill Rd, Trigger Ln, Sand Puppy Ln, Sutton Row Ln, 4 Wheel Dr, Worrell Ln, Rappahannock Rd, Windmill Ln, and Gaelic Circle.

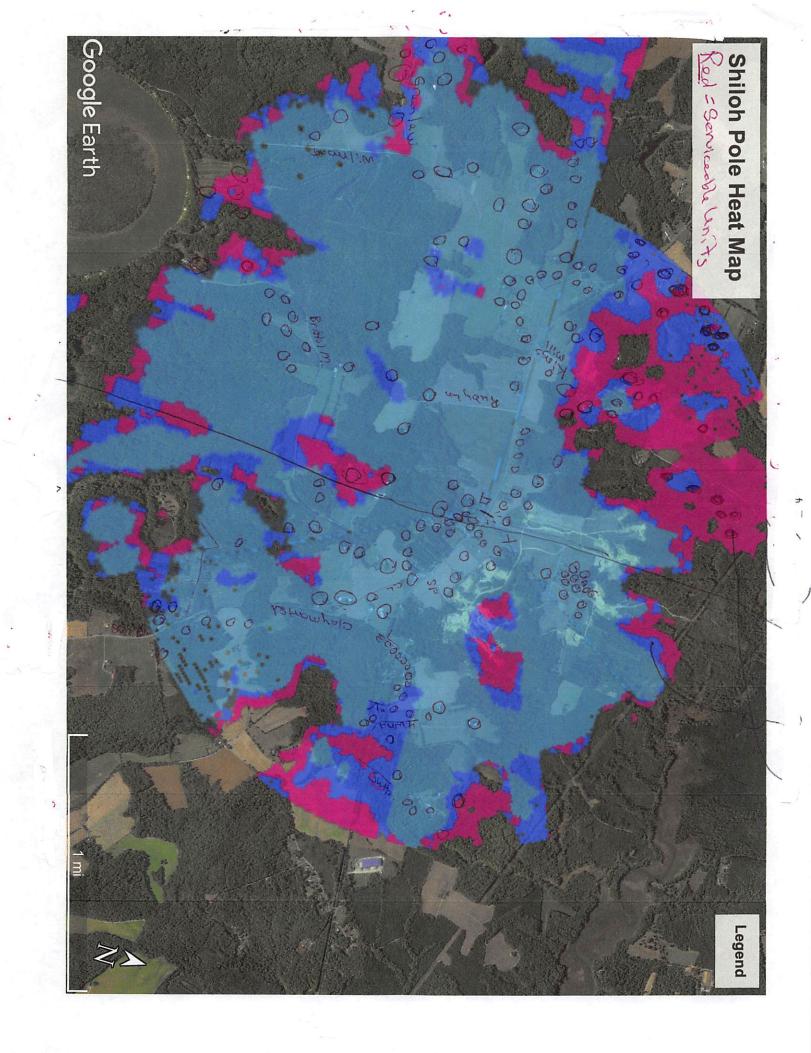
Total Serviceable Units: 189



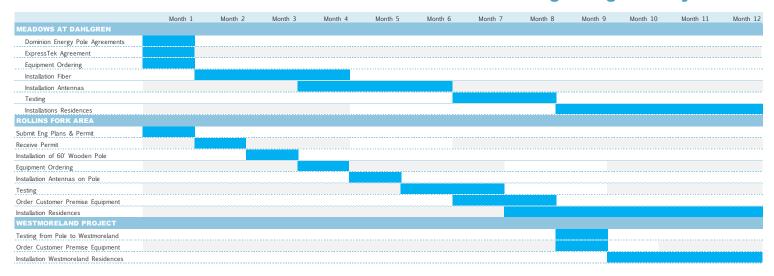








### KGI COMMUNICATIONS BROADBAND PROJECT TIMELINE King George County



### **Purchasing**

#### Lavita Cobb Procurement Manager



10459 Courthouse Dr, Suite 201 • King George, VA • Telephone (540) 775-8568• Fax (540) 775-7692

Date: August 8, 2019

#### **Notice of Intent to Award**

To: KGI Communications, LLC.

For: Competing PPEA Broadband Expansion

This letter will serve as the Notice of Intent Award to KGI Communications for the King George County Wireless Authority Request for Competing PPEA Broadband Expansion. This is contingent upon approval by the King George County Board of Supervisors at their regular meeting scheduled for August 20, 2019.

By:

Lavíta Cobb

Lavita Cobb Procurement Manager

Post until: August 19, 2019

#### ROBERT J. WITTMAN

1ST DISTRICT, VIRGINIA

HOUSE ARMED SERVICES COMMITTEE
RANKING MEMBER, SEAPOWER AND PROJECTION FORCES
TACTICAL AIR AND LAND FORCES

NATURAL RESOURCES COMMITTEE WATER, OCEANS, AND WILDLIFE

CO-CHAIR, CONGRESSIONAL SHIPBUILDING CAUCUS

CO-CHAIR, CONGRESSIONAL CHESAPEAKE BAY WATERSHED TASK FORCE

CO-CHAIR, CONGRESSIONAL PUBLIC HEALTH CAUCUS

CO-CHAIR, CONGRESSIONAL RURAL BROADBAND CAUCUS



Congress of the United States
House of Representatives
Washington, DC 20515

August 30, 2019

WASHINGTON OFFICE:

2055 RAYBURN HOUSE OFFICE BUILDING WASHINGTON, DC 20515 (202) 225-4261

DISTRICT OFFICES:

Stafford Office 95 Dunn Drive Suite 201 Stafford, VA 22556 (540) 659-2734

MECHANICSVILLE OFFICE 6501 MECHANICSVILLE TURNIPIKE SUITE 102 MECHANICSVILLE, VA 23111 (804) 730-6595

MIDDLE PENINSULA OFFICE 508 CHURCH LANE P.O. BOX 3106 TAPPAHANNOCK, VA 22560 (804) 443-0668

WWW.WITTMAN.HOUSE.GOV

Erik C. Johnston Director, Virginia Department of Housing and Community Development 600 East Main Street, Suite 300 Richmond, Virginia

Dear Mr. Johnston:

I am writing in support of King George County and KGI Communications' application for the Virginia Telecommunications Initiative (VATI) grant, which provides financial assistance to supplement construction costs for private sector internet service providers.

The project is regional in scope and designed to utilize state grant funds to maximize local and private funding. Access to high speed internet is essential for county productivity in its communities and for future growth. It provides educational and economic development opportunities, such as access to tele-health, teleworking, and distance learning.

Thank you for your consideration of King George County and KGI Communications while you consider grant applications. Please do not hesitate to reach out to my office if you have any questions.

Thank you for your consideration.

Sincerely,

Robert J. Wittman



# King George County Schools

Excellence for All

Dr. Nieman Young, County Administrator King George County, VA 10459 Courthouse Rd. King George, VA 22485 September 3, 2019

Dear Dr. Young,

I am aware that the King George County Office of Economic Development and Tourism is pursuing a grant through the 2020 Virginia Telecommunication Initiative (VATI) as advertised by the Virginia Department of Housing and Community Development (DHCD). The grant is competitive and, if secured, will help provide fixed wireless internet access to unserved areas of King George County.

In my opinion, expanding wireless internet access in King George County is important to the success of our schools and students. The ability to engage students and families through the use of electronic media and resources will be key in the years to come. Accordingly, please accept this letter in support of the grant opportunity.

Respectfully,

Dr. Robert Benson, Superintendent King George County Schools. RUBY A. BRABO At-Large Election District

CATHY BINDER Shiloh Election District

RICHARD A. GRANGER James Madison Election District

JEFFREY BUECHE
James Monroe Election District

JOHN E. JENKINS JR. Dahlgren Election District Wind George County, Virging

OFFICE OF THE COUNTY ADMINISTRATOR

10459 Courthouse Drive Suite 200 King George, VA 22485 Telephone: (540) 775-9181 Fax: (540) 775-5248

nyoung@co.kinggeorge.state.va.us www.king-george.va.us

www.king

September 3rd, 2019

Erik C. Johnston Director, Virginia Department of Housing and Community Development 600 East Main Street, Suite 300 Richmond, Virginia 23219

Dear Mr. Johnston:

I am writing to you in support of King George County and KGI Communications' application for the Virginia Telecommunications Initiative (VATI) grant which will supplement KGI Communications' construction costs.

High speed internet access is vital for future growth within the County. The benefits from this access would provide educational and economic development opportunities, such as access to tele-health, teleworking, and distance learning.

King George County has many areas which are either unserved or underserved by broadband. Having better broadband access would allow for better options other than depending on cell phones as a hotspot or using satellite.

This application provides a solution that will have wide reaching effects—not only for the King George County residents in the Rollins Fork and The Meadows areas but this regional solution has the potential to benefit Westmoreland County residents as well.

Very Respectfully,

Neiman C. Young, PhD County Administrator

	<del></del>						<del></del>	
K	Location	Residential Service Units	Total Project Cost	Non-County In Kind Contributio ns	kind	% Match	VATI Request	Total Cost Per Residential Service Unit
	Meadows at Dahlgren	106	\$458,277	\$49,266		11%	\$409,011	\$3,859
	Rollins Fork (King George and Westmoreland County)	180	\$130,083	\$78,780		61%	\$51,303	\$285
	Additional Costs		\$14,000		\$14,000			
	Total	286	\$602,360	\$128,046	\$14,000	24%	\$460,314	\$1,609
	In Kind Contributions are based on standard installations and do not assume any complex installations. Complex installations add additional equipment and are assumed in-kind as calculating the engineering needed is impossible. Therefore, KGI will assume such risk.  The contingency added is not required but is still calculated as a best practice in the estimate.							
	Meadows at Dahlgren Rollns Fork (King George and Westmoreland County) Additional Costs Total	Total Construction \$294,436 \$38,803 \$333,239	Soft Costs \$144,341 \$88,780 \$14,000 \$247,121	Congengency \$19,500 \$2,500 \$22,000	Other \$0	Total \$458,277 \$130,083 \$14,000 \$602,360		



# KGI PROPOSAL

KGI

4485 Danube Dr, Suite 8A, King George, VA 22485

Communications

540-709-7070 michelew@kgicomm.com

#### CUSTOMER

Meadows at Dahlgren

#### **ESTIMATE NO**

19-0903

#### DATE

9/3/19

#### **ADDRESS**

Meadows at Dahlgren

#### CITY/STATE/ZIP

King George, VA 22485

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Express-tek (fiber)	\$136,125.00	\$136,125.00
18	DoubleRadius #272209	\$1,852.93	\$33,352.74
1	System Infrastructure - DoubleRadius	\$124,958.21	\$124,958.2°
50	Dominion Pole Non-wireless Leases x 5 years	\$500.00	\$25,000.0
13	Dominion Pole Antenna Leases x 5 years	\$5,175.00	\$67,275.0
1	Surety Bond for Dominion	\$2,800.00	\$2,800.0
1	5% Contingency	\$19,500.00	\$19,500.0

#### Meadows at Dahlgren

In Kind Contributions

System Engineering -\$15,000

Residential Installation Discount 106 Service Units @211 = \$22,366.00

Performance Bond (3%) - \$1,400.00

Project Management/Mapping Services - \$10,500

Total In Kind = \$49,266.00 % In Kind - 11

installation is discounted 38%

Per Residential Service Unit - \$465

	SUBTOTAL	\$409,010.95
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:	TAX RATE	
Contingency Reserve provides for unplanned material and labor variations. If any contingency reserve is used. King George County will be notified separate.	SALES TAX	
and in monthly progress reports.  Tax is included in each line item.	OTHER	
Minimum lease is 5 year contract.  KGI work is inkind.  A Resider	TOTAL	\$409,010.95



### KGI PROPOSAL

4485 Danube Dr, Suite 8A, King George, VA 22485

Communications

540-709-7070

michelew@kgicomm.com

Few Oaks Farm (for pole)	\$3,130.00	\$3,130.00
CRC Contracting (for engineering design)	\$3,000.00	\$3,000.00
Pole Land Lease (5 yrs)	\$200.00	\$12,000.00
		CRC Contracting (for engineering design) \$3,000.00

#### CUSTOMER

Rollins Fork Area / Westmoreland County

#### **ESTIMATE NO**

19-0905

#### DATE

9/3/19

#### **ADDRESS**

Rollins Fork Area and Westmoreland County

#### CITY/STATE/ZIP

King George, VA 22485

Rollins Fork Area of King George County / Westmoreland County (regional)

In Kind Contributions

System Engineering - \$15,000 Mapping Services - \$3,500

Residential Discount \$211 per house (180 Service Units) - \$37,980

Bowler Discount Lease (5yrs) - \$18,000 Electric hook up and meter - \$2,000 Performance bond (3%) - \$2,300.00

Total In Kind: \$78,780.00

% In Kind 61

Cost Per Residential Service Unit - \$437.67

	SUBTOTAL	\$51,303.42
S PROPOSAL INCLUDES THE CONDITIONS NOTED:	TAX RATE	
ntingency Reserve provides for unplanned material and labor variations. If contingency reserve is used. King George County will be notified separately	SALES TAX	
I in monthly progress reports.  s is included in each line item.	OTHER	
imum land lease is 5 year contract. KGI work is inkind.	TOTAL	\$51,303.42

#### THIS

Conti any o and i

Tax

Minin

All KGI work is inkind.

Residential installation is discounted 38%

Ar	no	ur	ηt

Pole Permit and Engineering Fees	\$9,000
Liason Services	\$5,000
Total (Not including EDA)	\$14,000

RUBY A. BRABO At-Large Election District

CATHY E. BINDER Shiloh Election District

RICHARD A. GRANGER James Madison Election District

JEFFREY L. BUECHE
James Monroe Election District

JOHN E. JENKINS JR. Dahlgren Election District

# King George County, Virging



#### OFFICE OF THE COUNTY ADMINISTRATOR

10459 Courthouse Drive
Suite 200
King George, VA 22485
Telephone: (540) 775-9181
Fax: (540) 775-5248
nyoung@co.kinggeorge.state.va.us
www.king-george.va.us

#### **MEMORANDUM**

DATE:

3 September 2019

TO:

To Whom it May Concern

FROM:

Neiman C. Young, PhD, County Administrator

SUBJECT:

VATI In-Kind Contributions/Services

King George County is offering the following in-kind services for the VATI grant and the partnership with KGI Communication, LLC.

Assistance with permit application fees and ensuring that the permit applications are processed in a timely manner. This is including staff time for processing and reviewing applications.

Public outreach assistance. King George County will issue press releases to generate public awareness in the proposed service areas should a grant award be received by the County and KGI.

#### VATI FUNDING SOURCES TABLE

Please fill in the chart below with a description of the project funding source (local, federal, state, private, other), the amount from that source, the percentage of total project funding that source represents, and a description of the current status of the funds (pending, secured, etc.).

Source	Amount	<u>%</u>	Status
REQUESTED VATI	460314	76	Pending
King George County			Conditional on VATI award
In-kind			
Contributions/matches	\$ 14,000	2	
KGI In-kind			KGI will provide match
Contributions/matches	\$ 128046	22	contingent on grant award
	\$		
	\$		
	\$		
	\$		
TOTAL	\$ 602,360	100 %	

KE	Location	Residential Service Units	Total Project Cost	Non-County In Kind Contributio ns	Stafford County In- kind Contributi ns/matche s	% Match	VATI Request	Total Cost Per Residential Service Unit
ſ	Meadows at Dahlgren Rollins Fork (King George and Westmoreland County) Additional Costs	106 180	\$458,277 \$130,083 \$14,000	\$49,266 \$78,780	\$14,000	11% 61%	\$409,011 \$51,303	\$3,859 <b>\$28</b> 5
	Total	286	\$602,360	\$128,046		24%	\$460,314	\$1,609
1	n Kind Contributions are based on standard installations and do not assume any complex installations.  Complex installations add additional equipment and are assumed in-kind as calculating the engineering needed is impossible. Therefore, KGI will assume such risk.  The contingency added is not required but is still calculated as a best practice in the estimate.							
	Meadows at Dahlgren Rolins Fork (King George and Westmoreland County)	Total Construction \$294,436 \$38,803	Soft Costs \$144,341 \$88,780	Congengency \$19,500 \$2,500	Other	Total \$458,277 \$130,083		

\$333,239

\$14,000

\$22,000

\$247,121

\$14,000

\$602,360

\$0

Additional Costs

Total



# KGI PROPOSAL

KGI

4485 Danube Dr, Suite 8A, King George, VA 22485

Communications

540-709-7070

9-7070 michelew@kgicomm.com

#### CUSTOMER

Meadows at Dahlgren

#### **ESTIMATE NO**

19-0903

#### DATE

9/3/19

#### **ADDRESS**

Meadows at Dahlgren

#### CITY/STATE/ZIP

King George, VA 22485

	CO-24 per selection of the control o		PRODUCT SAFET DE LES PARTIES
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Express-tek (fiber)	\$136,125.00	\$136,125.00
18	DoubleRadius #272209	\$1,852.93	\$33,352.74
1	System Infrastructure - DoubleRadius	\$124,958.21	\$124,958.21
50	Dominion Pole Non-wireless Leases x 5 years	\$500.00	\$25,000.00
13	Dominion Pole Antenna Leases x 5 years	\$5,175.00	\$67,275.00
1	Surety Bond for Dominion	\$2,800.00	\$2,800.00
1	5% Contingency	\$19,500.00	\$19,500.00

#### Meadows at Dahlgren

In Kind Contributions
System Engineering - \$15,000
Residential Installation Discount 106 Service Units @211 = \$22,366.00
Performance Bond (3%) - \$1,400.00

Total In Kind = \$49,266.00 % In Kind - 11 Per Residential Service Unit - \$465

Project Management/Mapping Services - \$10,500

	SUBTOTAL	\$409,010.95
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:	TAX RATE	
Contingency Reserve provides for unplanned material and labor variations. If any contingency reserve is used. King George County will be notified separately	SALES TAX	
and in monthly progress reports.  Tax is included in each line item.	OTHER	
Minimum lease is 5 year contract.  KGI work is inkind.  Residential	TOTAL	\$409,010.95
installation is discounted 38%		



## KGI PROPOSAL

4485 Danube Dr, Suite 8A, King George, VA 22485

Communications

540-709-7070 michelew@kgicomm.com

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	System Infrastructure Material	\$30,673.42	\$30,673.42
1	Few Oaks Farm (for pole)	\$3,130.00	\$3,130.00
1	CRC Contracting (for engineering design)	\$3,000.00	\$3,000.00
60	Pole Land Lease (5 yrs)	\$200.00	\$12,000.00
1	5% Contingency	2,500.00	\$2,500.00

#### CUSTOMER

Rollins Fork Area / Westmoreland County

#### **ESTIMATE NO**

19-0905

#### DATE

9/3/19

#### **ADDRESS**

Rollins Fork Area and Westmoreland County

#### CITY/STATE/ZIP

King George, VA 22485

Rollins Fork Area of King George County / Westmoreland County (regional)

In Kind Contributions

System Engineering - \$15,000 Mapping Services - \$3,500

Residential Discount \$211 per house (180 Service Units) - \$37,980

Bowler Discount Lease (5yrs) - \$18,000 Electric hook up and meter - \$2,000 Performance bond (3%) - \$2,300.00

Total In Kind: \$78,780.00

% In Kind 61

Cost Per Residential Service Unit - \$437.67

	SUBTOTAL	\$51,303.42
THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:	TAX RATE	
Contingency Reserve provides for unplanned material and labor variations. If any contingency reserve is used. King George County will be notified separately	SALES TAX	
and in monthly progress reports.  Tax is included in each line item.	OTHER	
Minimum land lease is 5 year contract.  All KGI work is inkind.	TOTAL	\$51,303.42

#### THIS

Residential installation is discounted 38%

<b>Amour</b>
--------------

Pole Permit and Engineering Fees	\$9,000
Liason Services	\$5,000
Total (Not including EDA)	\$14,000

#### **KGI Communications LLC**

4485 Danube Dr.

King George, VA 22485 US

540-709-7070

info@kgicomm.com

The Meadows at Dahlgren

**Project** 

In-Kind

ESTIMATE# DATE

1010

08/15/2019

ACTIVITY	QTY	RATE	AMOUNT
In-Kind System Engineering	1	15,000.00	15,000.00
In-Kind Residential Installation Discount (106 service units)	106	211.00	22,366.00
In-Kind Project Management/Mapping Services	1	10,504.00	10,504.00
In-Kind Performance Bond (3%)	1	1,400.00	1,400.00
	тот	ΓAL	\$49,270.00

Accepted By

**Accepted Date** 

**Estimate** 

Meadows -1



#### **KGI Communications LLC**

Name of Customer:	KGI Communications LLC	Date _	_8/19/19
Proposal Submitted to:	Michelle Wido		
Phone #	540-709-7070		
Email	KGI Communications LLC <k< td=""><td>gicommunic</td><td>ationsllc@gmail.com&gt;</td></k<>	gicommunic	ationsllc@gmail.com>
We propose to furnish lab	or and material for the installation of	the scope of u	ork as listed below for the

We propose to furnish labor and material, for the installation of the scope of work as listed below for the Hilton Ln aerial project.

#### Included:

- 12,375 aerial turn key
- engineering @ 1.00 pf x 12,375"
- · All engineering, as build drawings.
- · Certified test results.
- All Labor & materials required to complete project
- Truck/Tools/Ladders/Safety/ Testing Equipment
- All work to be performed during normal hours
- · Warranty as per manufactured equipment specs.

#### **Excluded**

- · Locating private utilities.
- Any delays due to lack of access to required work areas by others shall be additional to the contract amount
- · Does not include any weekend, after hours or holiday work.
- · Dominion make ready work

Contract Price \$ \$136,125.00

Authorized Signature:	Date:	
	h all labor and materials to complete the work as specified	
	h all labor and materials to complete the work as specified	

above. All agreements are contingent upon the availability of materials, equipment and any other delays beyond our control. This proposal is valid for a period of 30 days from the date sent. This price is given as a whole and is not intended to be separated

Thank you for allowing Express-Tek the chance to bid this project

www.express-tek.com

Maadows-2



Keith Ward Project Manager eXpress technologies

1127 International Parkway, Suite 293 Fredericksburg, VA 22406 t: 540-752-6691 f: 540-752-6694 c: 703-851-3023 kward@express-tek.com

www.express-tek.com

Medows



DoubleRadius, Inc. 2022 Van Buren Ave Indian Trail NC 28079 US

uote #272209

7/30/2019

**Bill To** 

Juan Marte KGI Communications, LLC 4485 DANUBE DR #8A KING GEORGE VA 22485 **United States** 

Ship To

Juan Marte KGI Communications, LLC 4485 DANUBE DR #8A KING GEORGE VA 22485 **United States** 

Expires: 8/29/2019

8/29/2019

Memo

Shipping Method **UPS®** Ground

Sales Rep **Benton Cook** 

Quantity

**Amount** 

RW-8019-1100

**RWIN SmartNode AC-DC** 

<del>RW8000/SM/ACIN/DC</del>OUT/10/UNI

AC input and DC out

\$1,599.69

Subtotal

28,794.42

Tax (5.3%)

+ 1,526.11

30,320,53

10% ship + 3,032.06

33,352.59



\$119,866.27

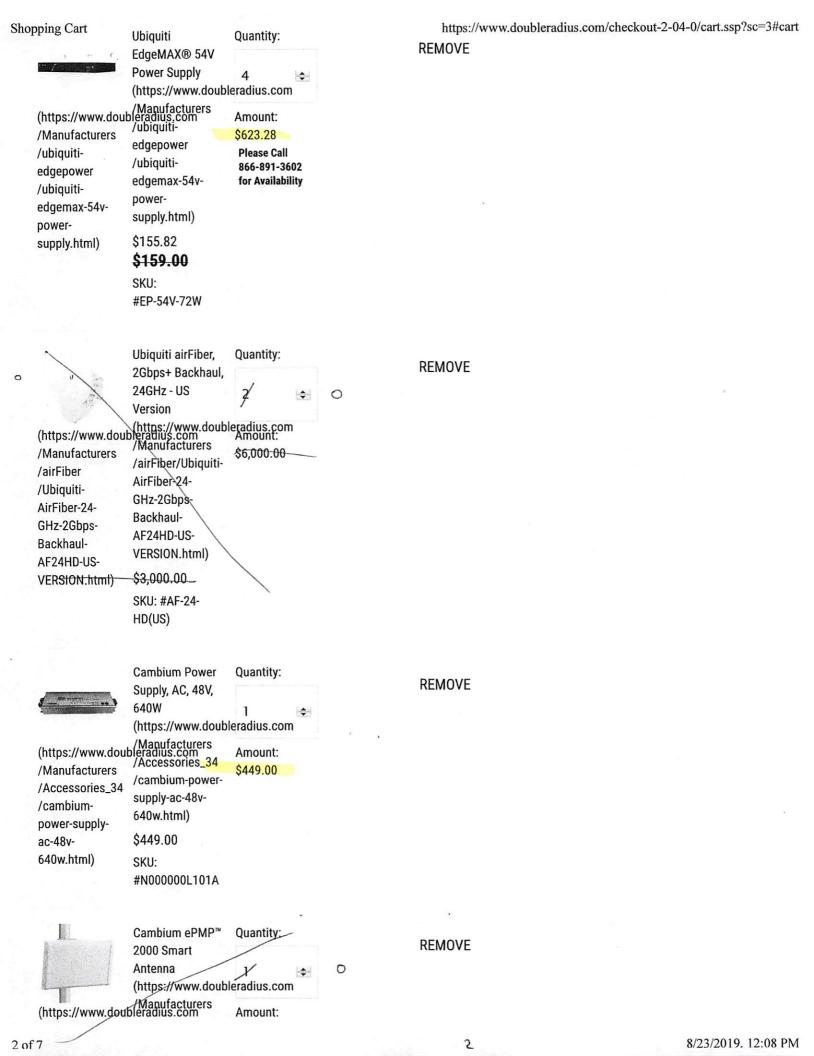
# SHOPPING CART (22 PRODUCTS, 421 ITEMS) Meadows

**ITEMS** SUBTOTAL ORDER SUMMARY Cambium ePMP™ Quantity: Subtotal (421 items) **REMOVE** Force 300-25 (Total does not include shipping or tax) Radio 18 (https://www.doubleradius.com **Estimate Tax & Shipping** /Manufacturers leradius.com /Force/cambium-(https://www.doi Amount: /Manufacturers \$2,704.00-Have a Promo Code? epmp-force-/Force \$ 1,183.00 300-25-/cambiumradio\_2.html) epmp-force-PROCEED TO CHECKOUT 300-25-\$169.00 radio\_2.html) SKU: #C058910C102A CONTINUE SHOPPING () Cambium Quantity: REMOVE cnPilot™ R201P, US, 802.11ac dual 140 band Gigabit (https://www.doubleradius.com Amount: ATA and PoE (https://www.doubleradius.com /Manufacturers /WiFi/cnPilot-/Manufacturers R201P.html) /WiFi/cnPilot-R201P.html) \$120.00 SKU: #C000000L030A Ubiquiti U Fiber, Quantity: REMOVE Multi-Mode Module, 10G, 20-2 -\$-Pack (https://www.doubleradius.com Amount: /Manufacturers /Manufacturers \$720.00 /ubiquiti-u-fiber /ubiquiti-u-fiber **Please Call** /ubiquiti-u-fiber-866-891-3602 /ubiquitimulti-modefor Availability u-fiber-multimodule-10g-20mode-modulepack.html) 10g-20-



pack.html)

\$360.00 SKU: #UF-MM-10G-20



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Shopping Cart
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```

8S.html)

MikroTik Cloud Quantity: Core Router CCR1072-1G-8S+ -(https://www.doubleradius.com /Manufacturers (https://www.doubleradius.com /Ethernet-Routers Amount: /Manufacturers \$3,050.00 /Mikrotik-Cloud-/Ethernet-Core-Router-Routers CCR1072-1G-/Mikrotik-8S.html) Cloud-Core-\$3,050.00 Router-CCR1072-1G-SKU:

#CCR1072-1G-8S+

Quantity: IgniteNet MetroLing Bracket, Standard 24 -\$-(https://www.doubleradius.com /Manufacturers bleradius.com /ignitenet-(https://www.dou Amount: /Manufacturers \$504.00 accessories /ignitenet-/ignitenetaccessories metroling-bracket-/ignitenetstandard-iccmetrolingbracket-std.html) bracket-\$21.00 standard-iccbracket-SKU: #ICCstd.html) **BRACKET-STD** 

IgniteNet Quantity: MetroLing Bracket, Long 18 -0-Range (https://www.doubleradius.com Amount: /Manufacturers /Manufacturers /1.242.00 /Manufacturers \$1,242.00 /ignitenet-/ignitenetaccessories accessories /ignitenet-/ignitenetmetroling-bracketmetrolinglong-range-iccbracket-longbracket-Ir.html) range-icc-\$69.00 bracket-Ir.html) SKU: #ICC-**BRACKET-LR** 

Cambium 900 Quantity:
MHz 60 degree
Sector Antenna (Dual Slant)
(https://www.doubleradius.com

REMOVE

**REMOVE** 

REMOVE

**REMOVE** 

/Cambium-900-/Antennas\_18 MHz-60-degree-/Cambium-900-Sector-Antenna-MHz-60degree-Sector-Dual-Slant.html) Antenna-Dual-\$395.00 Slant.html) SKU: #N009045D001A Quantity: Cambium 900 MHz 12 dBi gain directional 18 -\$antenna (Dual Slant)
(https://www.doubleradius.com Amount:
(https://www.doubleradius.com
(https://www.doubleradius.com /Manufacturers /Manufacturers /Antennas\_18 /Antennas\_18 /Cambium-900-/Cambium-900-MHz-12-dBi-MHz-12-dBi-gaingaindirectionaldirectionalantenna-Dualantenna-Dual-Slant.html) Slant.html) \$89.00 SKU: #N009045D003A Quantity: Cambium 900 MHz PMP 450i Connectorized 18 -Subscriber Module bleradius.com Amount: (https://www.doubleradius.com \$5,562.00 (https://www.dou /Manufacturers /Manufacturers /PMP-450i /PMP-450i /Cambium-900-/Cambium-900-MHz-PMP-450i-MHz-PMP-450i-Connectorized-Connectorized-Subscriber-Subscriber-Module.html) Module.html) \$309.00 SKU: #C009045C001A

Cambium 900

MHz PMP 450i Connectorized

Access Point

/PMP-450i

(https://www.doi

/Manufacturers

Quantity: -

\$3,059.00

-

1

(https://www.doubleradius.com pleradius.com Amount: /Manufacturers

Amount:

\$395.00

Shopping Cart (https://www.doub/dwadiufacturers

/Manufacterers

/Antennas\_18

REMOVE

**REMOVE** 

**REMOVE** 

**KP Performance** Quantity: 3.5 to 4.2 GHz, 65 **Degree Sector** 1 • Antenna, 4-Port (https://www.doubleradius.com Amount: /Manufacturers /Manufacturers \$549.99 /kp-performance-/kp-1/kpperformanceperformance-3.5-1/kpto-4.2-ghz-65performancedegree-sector-3.5-to-4.2antenna-4-port) ghz-65-degree-\$549.99 sector-antenna-4-port) SKU: #KPP-3SX4-65

/Cambium-900-

MHz-PMP-450i-

Connectorized-

Access-

Point.html)

\$3,059.00 SKU:

#C009045A001A

Shopping Cart

/Cambium 900-

MHz-PMP-450i-

Connectorized-

Access-

Point.html)

REMOVE

Baicells Nova 233 Quantity: Gen 2 eNodeB **Base Station** (https://www.doubleradius.com /Manufacturers bleradius.com/ /nova/baicells-(https://www.dou Amount: /Manufacturers \$3,999.00 nova-233-gén-2-/nova/baicellsenodeb-outdoornova-233basegen-2-enodebstation.html) outdoor-base-\$3,999.00 station.html) ŞKU: #Nova 233 3.5GHz 1W Gen2 (mBS1105)

REMOVE

REMOVE

MetroLing 60 LW **Dualband Omni** 126 (https://www.doubleradius.com /Manufacturers pleradius.com /MetroLing (https://www.dou Amount: /Manufacturers \$37,674.00 /ignitenet-/MetroLing metroling-60-lw-/ignitenetdualbandmetroling-60omni.html) lw-dualband-

IgniteNet

Quantity:

6 of 7

1. 5

\$299.00

SKU: #ML-60-LW-

DO-US

IgniteNet

Quantity:

MetroLing

2.5Gbps 60Ghz

PTP/CPE Long

25

REMOVE

(https://www.doubleradius.com /Manufacturers

Amount:

/Manufacturers /MetroLing

(https://www.doubleradius.com

/ignitenet-

/Manufacturers /MetroLing

metroling-2.5gbs-long/ignitenet-

rangeintegratedml2.5-60-35metroling-2.5gbslong-rangeintegratedml2.5-60-35-us)

us)

\$599.00

SKU: #ML2.5-60-35-US

IgniteNet

Quantity:

MetroLing 10G

Tri-Band Omni

18 -0-

**Base Station** 

(https://www.doubleradius.com bleradius.com Amount: /Manufacturers (https://www.dou

/Manufacturers

/MetroLing

\$17,982.00

/MetroLing /ignitenet-

/ignitenet-

metrolinq-10g-triband-omni-base-

metroling-10gtri-band-omnibase-

station.html)

station.html) \$999.00

SKU: #ML-60-10G-

360-US

5ubtotel - \$107,168.249 6%T - \$6,430.10 113,598.37 10% Ship + 11,359.84 124,958.21

REMOVE



4485 Danube Dr.



540-709-7070

info@kgicomm.com



ADDRESS

Rollins Fork Area Project

In-Kind

ESTIMATE #	DA	TE .	i kubwi		
1011	08	/15/2019		-	

ACTIVITY	QΤΥ	RATE	AMOUNT
In-Kind System Engineering	1	15,000.00	15,000.00
In-Kind Mapping Services	1	3,500.00	3,500.00
In-Kind Residential Installation Discount (180 serviceable units)	180	211.00	37,980.00
In-Kind Bowler Lease Discount (5 yrs)	60	300.00	18,000.00
<b>In-Kind</b> Electric hook up and meter	1	2,000.00	2,000.00
In-KInd Performance Bond (3%)	1 -	2,300.00	2,300.00
	TOTAL		\$78,780.00

Accepted By

**Accepted Date** 

**Estimate** 



PO Box 997 4485 Danube Dr, Ste 8A

Name / Address

# Contract

P.O. No.

Date	Estimate #
8/15/2019	713195

Project

Rollins Fork Pole

**Project Address** 

Juan Marte KGI Communications, LLC 4485 Danube Dr., Ste 8A King George, VA 22485				
Description		Qty	Cost	Total
Engineering design for Rollins Fork 60' wooden pole		1	3,000.00	3,000.00
7				
This price is valid for 30 days from date	on estimate.	Total		\$3,000.00
A 30-Day Late Fee of 2% PER MONTH will be charged and accrued on All Invoices Past Duc, unless otherwise agreed. CRC accepts all major credit cards. An additional 3% fee is added to all credit card payments.	Customer Signature Accep	tance		
Ph 301-782-4050; Fx 301-782-4050; DCJS#11-6672 Email: CRCcontracting@gmail.com; www.crc-contracting.com	Date of Customer Accept	ance		

# INVOICE

Few Oaks Farm LLC.

17162 Wolftrap Road, King George, VA 22485 Phone 540-295-4767 DATE: 03 MAY 2019

To: Good News Baptist Church

Address: 16333 County Line Drive King George

OPTION	DESCRIPTION	Price
INSTALL	<ul> <li>Install 60' pole leaving 52-54 above ground</li> <li>Concrete base</li> <li>Price includes all, labor, material and permits from King George County</li> </ul>	3130.00
10.00	Total	3130.00
	Deposit	1500.00
	Balance due upon completion	

# SHOPPING CART (15 PRODUCTS, 53 ITEMS)





ORDER SUMMARY

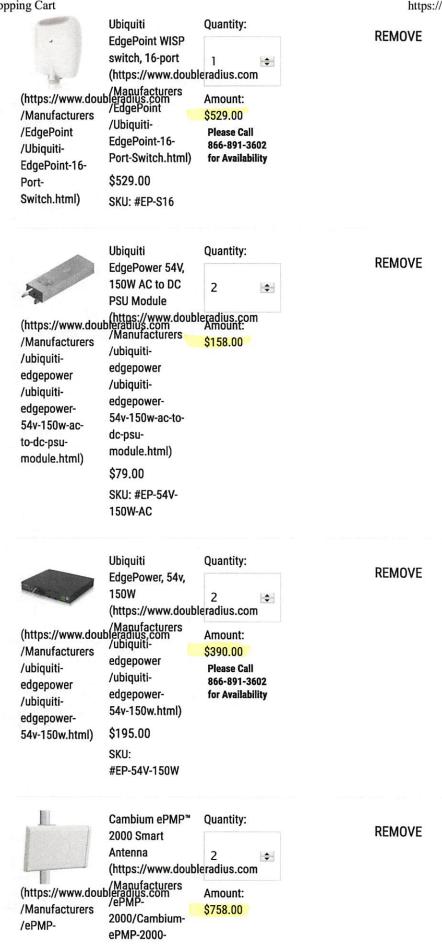
Subtotal (53 items) \$26,306.52
(Total does not include shipping or tax)

Estimate Tax & Shipping

Have a Promo Code?

PROCEED TO CHECKOUT

CONTINUE SHOPPING ()



2000/Cambium-

Smart-

ePMP-2000-

Antenna.html)

Smart-

Antenna.html)

\$379.00

SKU:

#C050900D020A



Cambium ePMP 5 Quantity:

GHz Force 300-16

Radio

12 -\$-

(https://www.doubleradius.com

(https://www.doubleradius.com/Force/cambium-/Manufacturers

Amount:

\$1,788.00 epmp-5-ghz-force-

/Force /cambium-

300-16radio\_2.html)

epmp-5-ghzforce-300-16-

\$149.00

radio\_2.html)

SKU:

#C058910C112A

**REMOVE** 

Cambium ePMP™

Quantity: Force 300-25

Radio

9 -(https://www.doubleradius.com

/Manufacturers (https://www.doubleradius.com /Force/cambium-/Manufacturers

Amount:

\$1,521.00

/Force

epmp-force-300-25-

/cambiumepmp-force-

radio\_2.html)

300-25radio\_2.html) \$169.00

SKU:

#C058910C102A

REMOVE

Cambium CMM

Quantity:

54 VDC Power

Supply

Amount:

\$400.00

(https://www.doubleradius.com

(https://www.doubleradius.com/Accessories\_34 /Manufacturers

/cambium-

/Accessories\_34

cmm-54-vdc-

/cambiumcmm-54-vdc-

powersupply.html)

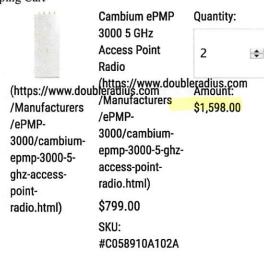
powersupply.html)

\$200.00

SKU:

#N00000L054B

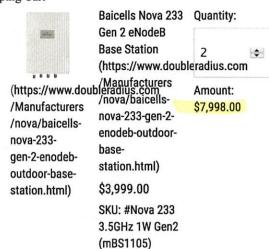
**REMOVE** 





REMOVE

**Baicells Atom** Quantity: OD04 3.5GHz 19.5 dBi Gen 2 10 -(https://www.doubleradius.com (https://www.doubleradius.com/atom/baicells-Amount: /Manufacturers \$2,499.90 atom-/atom/baicellsod04-3.5ghz-19.5atomdbi-gen-2) od04-3.5ghz-\$249.99 19.5-dbi-gen-2) SKU: #Atom OD04 3.5GHz 19.5dBi Gen2 (EG7035E-M11)

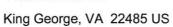




5ub - Total - 26,306.52 x4%T + 1,578.40 10% ship + 2,788.50 Total - 30,673.42 REMOVE

## KGI Communications LLC

4485 Danube Dr.



540-709-7070

info@kgicomm.com



#### ADDRESS

The Meadows at Dahlgren

Project

In-Kind

ESTIMATE#	DATE	
1010	08/15/2019	

ACTIVITY	QTY	RATE	AMOUNT
In-Kind System Engineering	1	15,000.00	15,000.00
In-Kind Residential Installation Discount (106 service units)	106	211.00	22,366.00
In-Kind Project Management/Mapping Services	1	10,504.00	10,504.00
In-Kind Performance Bond (3%)	1	1,400.00	1,400.00

**TOTAL** 

\$49,270.00

**Estimate** 

Accepted By

Accepted Date

Maadows -1



#### **KGI Communications LLC**

Name of Customer:	<b>KGI Communications LLC</b>	Date _	_8/19/19
Proposal Submitted to:	Michelle Wido		
Phone #	540-709-7070		
Email	KGI Communications LLC <kg< td=""><td>gicommunic</td><td>ationsllc@gmail.com&gt;</td></kg<>	gicommunic	ationsllc@gmail.com>
We propose to furnish lab	or and material, for the installation of	the scope of w	ork as listed below for the

We propose to furnish labor and material, for the installation of the scope of work as listed below for the Hilton Ln aerial project.

#### Included:

- 12,375 aerial turn key
- engineering @ 1.00 pf x 12,375"
- · All engineering, as build drawings.
- · Certified test results.
- · All Labor & materials required to complete project
- Truck/Tools/Ladders/Safety/ Testing Equipment
- All work to be performed during normal hours
- · Warranty as per manufactured equipment specs.

#### **Excluded**

- Locating private utilities.
- Any delays due to lack of access to required work areas by others shall be additional to the contract amount
- Does not include any weekend, after hours or holiday work.
- Dominion make ready work

Contract Price \$ \$136,125.00

Authorized Signature:	Date:
T. l. l. '. I	

Express Technologies Incorporated proposes to furnish all labor and materials to complete the work as specified above. All agreements are contingent upon the availability of materials, equipment and any other delays beyond our control. This proposal is valid for a period of 30 days from the date sent. This price is given as a whole and is not intended to be separated

Thank you for allowing Express-Tek the chance to bid this project

www.express-tek.com

Maadows-2



Keith Ward Project Manager **eXpress technologies** 

1127 International Parkway, Suite 293
Fredericksburg, VA 22406
t: 540-752-6691
f: 540-752-6694
c: 703-851-3023
kward@express-tek.com

www.express-tek.com

Meadows



DoubleRadius, Inc. 2022 Van Buren Ave Indian Trail NC 28079 US

**Quote** #272209

7/30/2019

**Bill To** 

Juan Marte KGI Communications, LLC 4485 DANUBE DR #8A KING GEORGE VA 22485 United States Ship To

Juan Marte KGI Communications, LLC 4485 DANUBE DR #8A KING GEORGE VA 22485 United States TOTAL

= 33,352.59

Expires: 8/29/2019

8/29/2019

Memo

Shipping Method
UPS® Ground

Sales/Rep

Quantity

Team

PS® Ground

Benton Cook

< ,

RW-8019-1100

RWIN SmartNode AC-DC

<del>RW8000/SM/ACIN/DC</del>OUT/10/UNI

18

Amount

\$1,599.69

28,794

AC input and DC out

pri i na

Count

Subtotal

28,794.42

Tax (5.3%)

+1,526.11

Total

30,320,50

10% ship + 3,032.06

33,352.59



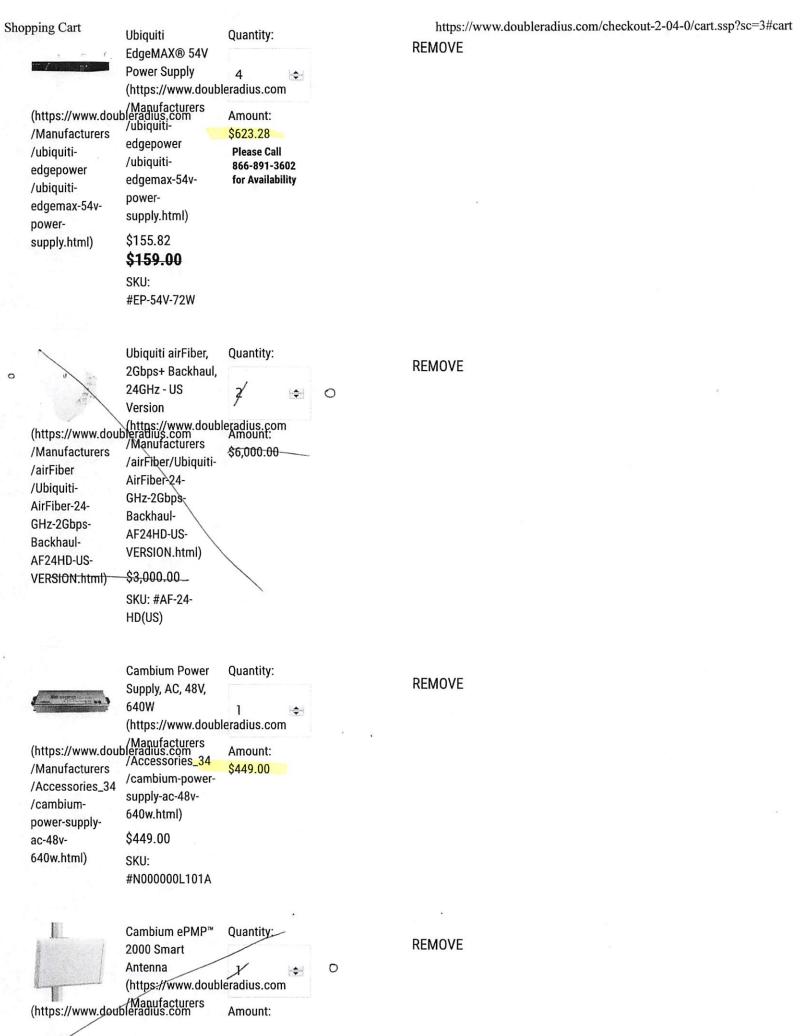
# SHOPPING CART (22 PRODUCTS, 421 ITEMS) Mendows

**ITEMS** SUBTOTAL ORDER SUMMARY Cambium ePMP™ Quantity: \$119,866.27 Subtotal (421 items) REMOVE Force 300-25 (Total does not include shipping or tax) Radio (https://www.doubleradius.com Estimate Tax & Shipping /Manufacturers bleradius.com /Force/cambium-(https://www.doi Amount: /Manufacturers \$2,704.00-Have a Promo Code? epmp-force-/Force \$ 1,183.00 300-25-/cambiumradio\_2.html) epmp-force-PROCEED TO CHECKOUT \$169.00 300-25radio\_2.html) SKU: #C058910C102A CONTINUE SHOPPING () Cambium Quantity: REMOVE cnPilot™ R201P, US, 802.11ac dual 140 band Gigabit (https://www.doubleradius.com Amount: ATA and PoE /Manufacturers (https://www.doubleradius.com /WiFi/cnPilot-/Manufacturers R201P.html) /WiFi/cnPilot-R201P.html) \$120.00 SKU: #C00000L030A Ubiquiti U Fiber, Quantity: **REMOVE** Multi-Mode Module, 10G, 20-2 -\$-Pack (https://www.doubleradius.com Amount: /Manufacturers /Manufacturers \$720.00 /ubiquiti-u-fiber /ubiquiti-u-fiber Please Call /ubiquiti-u-fiber-866-891-3602 /ubiquitimulti-modefor Availability u-fiber-multimodule-10g-20mode-modulepack.html) 10g-20-

pack.html)

\$360.00

SKU: #UF-MM-10G-20



Antenna.html) Antenna.html) \$379.00 SKU: #C050900DQ20A Cambium ePMP Quantity: 3000 Sector Antenna ... (https://www.doubleradius.com (https://www.doubleradius.com/PMP-Amount: /Manufacturers \$399.00 3000/cambium-/ePMPepmp-3000-3000/cambiumsectorepmp-3000antenna\_2.html) sector-\$399.00 antenna\_2.html) SKU: #C050910D301A Cambium ePMP Quantity: 3000 5 GHz Access Point 0 -\$-Radio

(https://www.doubleradius.com (https://www.doubleradius.com /Manufacturers /Manufacturers /Aron-po

3000/cambium-

access-point-

radio.html)

\$799.00

SKU:

epmp-3000-5-ghz-

#C058910A102A

#CRS317-1G-16S+RM

/ePMP-

/Manufacturers

3000/cambium-

epmp-3000-5-

ghz-access-

radio.html)

---

(https://www.dou

/Manufacturers

/MikroTik-

Switch-16xSFP.html)

Cloud-Router-

/ePMP-

point-

\$379.00

Shopping Cart Manufacturers

2000/Cambium ePMP-2000-

/ePMP-

Smart-

/ePMP-

Smart-

2000/Cambium-

ePMP-2000-

**REMOVE** 

**REMOVE** 

MikroTik Cloud Quantity: **Router Switch** 16xSFP+ 4 (https://www.doubleradius.com /Manufacturers bleradius.com /MikroTik-Cloud-Amount: \$399.00 Router-Switch-16xSFP.html) \$399.00 SKU:

\$799.00

8S.html)

MikroTik Cloud Quantity: Core Router CCR1072-1G-8S+ 1 -(https://www.doubleradius.com /Manufacturers bleradius.com /Ethernet-Route<mark>rs</mark> (https://www.dou Amount: /Manufacturers \$3,050.00 /Mikrotik-Cloud-/Ethernet-Core-Router-Routers CCR1072-1G-/Mikrotik-8S.html) Cloud-Core-\$3,050.00 Router-CCR1072-1G-SKU:

#CCR1072-1G-8S+

IgniteNet Quantity: MetroLing Bracket, Standard 24 -(https://www.doubleradius.com /Manufacturers bleradius.com /ignitenet-(https://www.dou Amount: /Manufacturers \$504.00 accessories /ignitenet-/ignitenetaccessories metroling-bracket-/ignitenetstandard-iccmetrolingbracket-std.html) bracketstandard-icc-\$21.00 bracket-SKU: #ICCstd.html) BRACKET-STD

IgniteNet Quantity: MetroLing Bracket, Long 18 -0-Range (https://www.doubleradius.com Amount: /Manufacturers /Manufacturers /1.242.00 /Manufacturers \$1,242.00 /ignitenet-/ignitenetaccessories accessories /ignitenet-/ignitenetmetroling-bracketmetrolinglong-range-iccbracket-longbracket-Ir.html) range-iccbracket-Ir.html) \$69.00 SKU: #ICC-**BRACKET-LR** 

Cambium 900 Quantity:
MHz 60 degree
Sector Antenna 1 (Dual Slant)
(https://www.doubleradius.com

REMOVE

**REMOVE** 

REMOVE

Cambium 900 Quantity:

MHz PMP 450i
Connectorized
Subscriber

Module
(https://www.doubleradius.com
(https://www.doubleradius.com
/Manufacturers
/PMP-450i
/Cambium-900MHz-PMP-450i
ConnectorizedSubscriberModule.html)

\$309.00

SKU:
#C009045C001A

REMO

REMOVE

Cambium 900

Quantity: -

#C009045A001A **KP Performance** Quantity: 3.5 to 4.2 GHz, 65 **Degree Sector** 1 -\$-Antenna, 4-Port (https://www.doubleradius.com /Manufacturers /Manufacturers /Manufacturers /Manufacturers \$549.99 /kp-performance-/kp-1/kpperformanceperformance-3.5-1/kpto-4.2-ghz-65performancedegree-sector-3.5-to-4.2antenna-4-port) ghz-65-degree-\$549.99 sector-antenna-4-port) SKU: #KPP-3SX4-65

/Cambium-900-

MHz-PMP-450i-

Connectorized-

Access-Point.html)

\$3,059.00

SKU:

Shopping Cart PMP-450i

/Cambium 900-

MHz-PMP-450i-

Connectorized-

Access-Point.html)

REMOVE

Baicells Nova 233 Quantity: Gen 2 eNodeB **Base Station** (https://www.doubleradius.com /Manufacturers bleradius.com/ /nova/baicells-(https://www.dou Amount: /Manufacturers \$3,999.00 nova-233-gén-2-/nova/baicellsenodeb-outdoornova-233basegen-2-enodebstation.html) outdoor-base-\$3,999.00 station.html) ŞKU: #Nova 233 3.5GHz 1W Gen2 (mBS1105)

REMOVE

IgniteNet Quantity: MetroLing 60 LW **Dualband Omni** 126 -\$-(https://www.doubleradius.com (https://www.doubleradius.com /Manufacturers /MetroLing Amount: /Manufacturers \$37,674.00 /ignitenet-/MetroLing metroling-60-lw-/ignitenetdualbandmetroling-60omni.html) lw-dualband-

2. 5

Shopping Cart (min.html)

\$299.00

SKU: #ML-60-LW-

DO-US

IgniteNet

MetroLinq

2.5Gbps 60Ghz

PTP/CPE Long

Quantity:

25

PTP

REMOVE

(https://www.doubly/Manufacturers

Range Integrated bleradius.com 5.8Ghz

Amount:

Quantity:

18

\$

(https://www.doubleradius.com

/MetroLinq /ignitenetmetroling-

/Manufacturers /MetroLinq /ignitenet-

2.5gbs-longrangeintegrated-

metrolinq-2.5gbslong-rangeintegrated-

ml2.5-60-35-us)

ml2.5-60-35us)

\$599.00

SKU:

#ML2.5-60-35-US

IgniteNet

MetroLinq 10G
Tri-Rand Omni

Tri-Band Omni

**Base Station** 

(https://www.doubleradius.com (https://www.doubleradius.com /Manufacturers \$17,982.00

/Manufacturers /MetroLing

/MetroLinq /ignitenet-

/ignitenetmetrolinq-10g-

metrolinq-10g-triband-omni-base-

tri-band-omnibase-

station.html)

station.html)

\$999.00

SKU: #ML-60-10G-

360-US

Subtotal - \$107,168.27 6% T - \$ 6,430.10 113,598.37 10% Ship + 11,359.84 124,958.21

# **Estimate**



KGI Communications LLC 4485 Danube Dr. King George, VA 22485 US 540-709-7070

info@kgicomm.com

ADDRESS

Rollins Fork Area Project

In-Kind

ESTIMATE#	DATE	
1011	08/15/2019	

ACTIVITY	QTY	RATE	AMOUNT
In-Kind System Engineering	1	15,000.00	15,000.00
In-Kind Mapping Services	1	3,500.00	3,500.00
In-Kind Residential Installation Discount (180 serviceable units)	180	211.00	37,980.00
In-Kind Bowler Lease Discount (5 yrs)	60	300.00	18,000.00
In-Kind Electric hook up and meter	1	2,000.00	2,000.00
In-Kind Performance Bond (3%)	1	2,300.00	2,300.00

TOTAL \$78,780.00

Accepted By

Accepted Date



## PO Box 997 4485 Danube Dr, Ste 8A

Name / Address

KGI Communications, LLC 4485 Danube Dr., Ste 8A King George, VA 22485

Juan Marte

# Contract

Date	Estimate #
8/15/2019	713195

P.O. No.

_		
	Project Address	

Description	Qty	Cost	Total
Engineering design for Rollins Fork 60' wooden pole	1	3,000.00	3,000.00

This price is valid for 30 days from date on estimate.

A 30-Day Late Fee of 2% PER MONTH will be charged and accrued on All Invoices Past Due, unless otherwise agreed. CRC accepts all major credit cards. An additional 3% fee is added to all credit card payments.

Ph 301-782-4050; Fx 301-782-4050; DCJS#11-6672
Email: CRCcontracting@gmail.com; www.crc-contracting.com

S3,000.00

Customer Signature Acceptance

Date of Customer Acceptance

# INVOICE

Few Oaks Farm LLC.

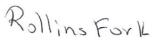
17162 Wolftrap Road, King George, VA 22485 Phone 540-295-4767

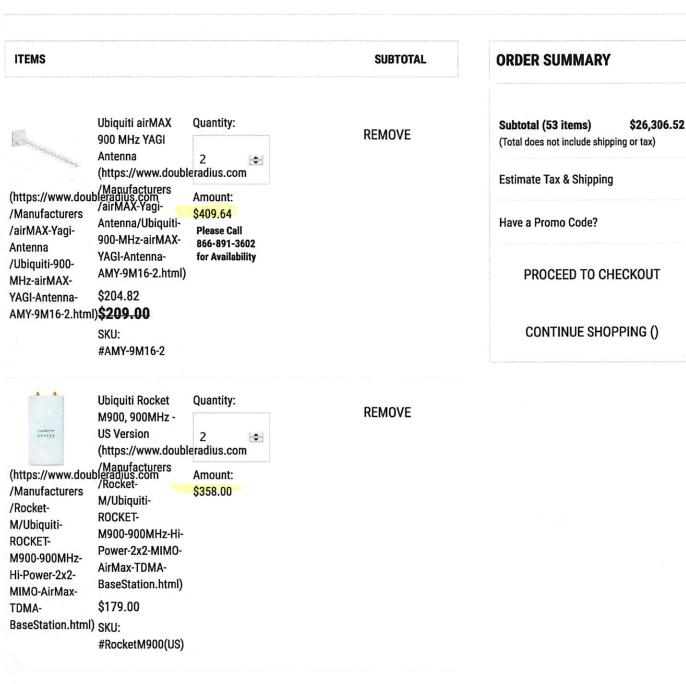
DATE: 03 MAY 2019

To: Good News Baptist Church Address: 16333 County Line Drive King George

OPTION	DESCRIPTION	Price
INSTALL	<ul> <li>Install 60' pole leaving 52-54 above ground</li> <li>Concrete base</li> <li>Price includes all, labor, material and permits from King George County</li> </ul>	3130.00
	Total	3130.00
	Deposit	1500.00
	Balance due upon completion	

# SHOPPING CART (15 PRODUCTS, 53 ITEMS)





REMOVE



**Ubiquiti Power** 

/Manufacturers

Cable

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\$599.00

SKU: #PC-12

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Quantity:

Amount:

\$599.00

Please Call

866-891-3602

for Availability

(https://www.doubleradius.com



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ePMP-2000-

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Amount:

\$758.00

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\$379.00

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SKU:

#C050900D020A

Cambium ePMP 5 Quantity:

Radio

GHz Force 300-16

12 -(https://www.doubleradius.com

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Amount: \$1,788.00

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Cambium ePMP™ Quantity: Force 300-25

Radio

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Amount: \$1,521.00

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\$169.00

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Cambium CMM

54 VDC Power

Quantity:

Supply

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\$400.00

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/Manufacturers /Accessories\_34

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cmm-54-vdc-

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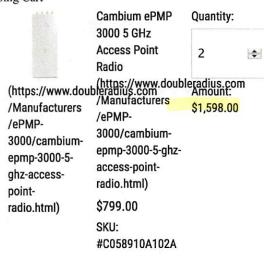
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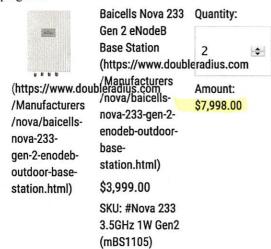
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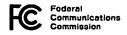
**Baicells Atom** Quantity: OD04 3.5GHz 19.5 dBi Gen 2 10 -(https://www.doubleradius.com (https://www.doubleradius.com/atom/baicells-Amount: /Manufacturers \$2,499.90 atom-/atom/baicellsod04-3.5ghz-19.5atomdbi-gen-2) od04-3.5ghz-\$249.99 19.5-dbi-gen-2) SKU: #Atom OD04 3.5GHz 19.5dBi Gen2 (EG7035E-M11)





5ub - Total - 26,306.52 x4%T + 1,578.40 10% ship + 2,7884.92 Total - 30,673.42

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# (RETAIN FOR YOUR RECORDS) Form 477 Filing Summary

FRN: 0026848952

Data as of: Jun 30, 2019 Operations: Non-ILEC Submission Status: Revised - Submitted Last Updated: Aug 28, 2019 07:50:18

juanm@kgicomm.com

Filer	Section	Question	Response
<b>Identification</b>	Filer Information	Company Name	Complete Residential & Commercial Contracting Inc.
		Holding Company Name	KGI Communications LLC
		SAC ID	
		499 ID	
	Data Contact Information	Data Contact Name	Juan Marte
		Data Contact Phone Number	(301) 323-5157
		Data Contact E-mail	juanm@kgicomm.com
	Emergency Operations Contact	Emergency Operations Name	Juan Marte
	momauon	Emergency Operations Phone Number	(301) 323-5157
		Emergency Operations E-mail	juanm@kgicomm.com
	Certifying Official Contact Information	Certifying Official Name	Juan Marte
		Certifying Official Phone Number	(301) 323-5157

<b>Data Submitted</b>	Form Section	File Name	Date & Time	Number of Rows
	Fixed Broadband Deployment	20190827_FBD_deployment_oharej_13_14_38.csv	Aug 28, 2019 07:47:23	38
	Fixed Broadband Subscription	20190828_FBS_sub_pawel_3_57_29.csv	Aug 28, 2019 07:48:38	7

Certifying Official E-mail

### **Fixed Broadband Deployment**

#### Census Block Counts by State, DBA Name and Technology

State	DBA Name	Technology	
Virginia	KGI Communications	Terrestrial Fixed Wireless	38
Total	The state of the s	en de la companya de	20

## Fixed Broadband Subscription

#### Fixed Broadband Subscriptions by State, Technology and End-user Type

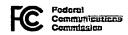
			Subscript	ions
State	Technology	Census Tracts	Consumer Busin	ess / Govt Total
Virginia	Terrestrial Fixed Wireless	7	81	0 81
Total		7	81	0 81

#### Fixed Broadband Subscriptions by Bandwidths and End-user Type

Downstream Bandwidth (in M	ibps) Upstream Bandwidth (in M		s / Govt Total
150.000	50.000	81	0 81
			*** · · · · · · · · · · · · · · · · · ·
Total		81	0 81

#### Fixed Broadband Subscriptions by Technology, Bandwidths and End-user Type

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer Business / C	ovt	Total
Terrestrial Fixed Wireless	150.000	50.000	81	0	81
Total			81	0	81



# (RETAIN FOR YOUR RECORDS) Form 477 Filing Summary

FRN: 0026848952 Data as of: Dec 31, 2018 Operations: Non-ILEC Submission Status: Original - Submitted Last Updated: Mar 7, 2019 12:39:17

juanm@kgicomm.com

Filer Identification	Section	Question	Response
	Filer Information	Provider Name	Complete Residential & Commercial Contracting Inc.
		Holding Company Name	KGI Communications LLC
		SAC ID	
		499 ID	
	Data Contact Information	Data Contact Name	Juan Marte
		Data Contact Phone Number	(540) 709-7070 ext: 2
		Data Contact E-mail	juanm@kgicomm.com
	Emergency Operations Contact	Emergency Operations Name	Juan Marte
	momauon	Emergency Operations Phone Number	(301) 323-5157
		Emergency Operations E-mail	juanm@kgicomm.com
	Certifying Official Contact Information	Certifying Official Name	Juan Marte
		Certifying Official Phone Number	(540) 709-7070 ext: 2

Data Submitted	Form Section	File Name	Date & Time Number of F	Yumber of Rows	
	Fixed Broadband Deployment	kgi_fixed_broadband_deployment-2.csv	Mar 7, 2019 12:23:22	22	
	Fixed Broadband Subscription	20190304_FBS_oharej_16_12_16.csv	Mar 7, 2019 12:26:39	6	

Certifying Official E-mail

### **Fixed Broadband Deployment**

#### Census Block Counts by State, DBA Name and Technology

State	DBA Name	Technology	Blocks
Virginia	KGI Communications	Terrestrial Fixed Wireless	22
Total			22

## Fixed Broadband Subscription

#### Fixed Broadband Subscriptions by State, Technology and End-user Type

•				Subscripti	ons
State	Technology	Census Trac	ts (	Consumer Busine	ss / Govt Total
Virginia	Terrestrial Fixed Wireless		6	39	0 39
Total			6	39	0 39

#### Fixed Broadband Subscriptions by Bandwidths and End-user Type

	m Bandwidth (in Mbps) Upstream Bandwidth (in Mbp	os) Consumer Business /		Total
100.000	10.000	39	0	39
	en en region de la companya de la c			
Total		39	0	39

#### Fixed Broadband Subscriptions by Technology, Bandwidths and End-user Type

		Upstream Bandwidth (in Mbps)			
Terrestrial Fixed Wireless	100.000	10.000	39	0	39
		 and the second of the second o			
Total			39	0	39

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#### Home

Posted on: August 6, 2019

#### **Public Notice**

The local government of King George County, Virginia gives notice of its intent to partner with KGI Communications to submit an application to the Virginia Department of Housing and Community Development (DHCD) for grant funding from the 2020 Virginia Telecommunication Initiative (VATI). The purpose of the grant funding is to provide fixed wireless internet to unserved areas in Meadows Subdivision and Rollins Fork area providing service to Greenlaw Way,



Brick Quarter Lane, Wilmont Road, Rollins Fork Road, Rangerwood Boulevard, Ruby Lane, parts of Claymont Road, Bristol Mine Road, Kings Highway (in the Rollins area), Windmill Lane, Kings Mill Road, Trigger Lane, Sand Puppy Road, Sutton Row Lane, 4 Wheel Drive, Worrell Lane, and Index Lane of King George. Broadband service will be provided through KGI Communications. The project will meet or exceed the service level requirements established for the VATI program. The 2019 VATI grant application will be submitted to DHCD by the program's September 3, 2019 deadline.

The public is invited to submit written or oral comments and/or grievances on the proposed 2020 VATI grant application by not later than September 3, 2019 to the County of King George, County Administrator's Office, 10459 Courthouse Drive Suite 200, King George, VA 22485 or by calling (540) 775-9181.

#### **Tools**

**RSS** 

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#### Categories

- All Categories
- Commissioner of the Revenue
- Community
   Development
- Fire & Rescue
- Fire & Rescue w/ Pics
- Home
- Library
- Parks and Rec



# King George County, Virginia

# **Request for (Competing) PPEA Proposal**

Under the Public-Private Education Facilities and Infrastructure Act of 2002 and King George County PPEA Policy, adopted 11/13/2018

For:

# **Broadband Expansion**

Issue Date: 07-02-2019

RFP# 07262019-1400

#### **NAME OF SOLICITING BODY:**

King George County Wireless Authority
10459 Courthouse Drive, King George, Virginia 22485

**Conceptual** proposals - one (1) original and four (4) copies, in addition to one (1) electronic copy on a flash drive or similar device - shall be clearly identified as a response to this Request for PPEA Proposal, provided in a SEALED container (no electronic submissions accepted) and will be received until 2PM, 07/26/2019, **only at the underlined address noted**, for furnishing the services described herein.

# ALL INQUIRIES, OR REQUESTS FOR ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY TO PARTICIPATE IN THIS SOLICITATION, SHOULD BE DIRECTED TO:

Lavita Cobb, Purchasing Manager EMAIL: <a href="mailto:lcobb@co.kinggeorge.state.va.us">lcobb@co.kinggeorge.state.va.us</a> PHONE: 540-775-8568

#### SEALED, HARD-COPY PROPOSALS SHALL BE DELIVERED, OR MAILED, TO:

King George County Wireless Authority
Department of Finance, Attn: Lavita Cobb, Procurement Manager
10459 Courthouse Dr. Ste. 201 King George, VA 22485

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# I. PURPOSE

This Public-Private Education Act (PPEA) Request for Proposal (RFP) by the County of King George, Virginia, herein after referred to as the "County" invites conceptual phase proposals from private firms or joint ventures to provide for expansion of broadband access and capacity into un-/under-served areas of the County. The RFP sets forth the terms and conditions whereby the County may enter into a comprehensive agreement with one (or more) successful Offeror(s) to provide the partnership services described herein or in a selected proposal.

The PPEA is the legislative framework enabling the Commonwealth of Virginia and local governments and other political subdivisions to enter into agreements authorizing private entities to design, construct, improve, maintain, and/or operate qualifying public construction or infrastructure projects. Private entities submitting a conceptual proposal are strongly encouraged to read and have a strong understanding of the Act.

The period of any resulting contract(s) from this PPEA-RFP will be as negotiated by the County and the selected PPEA partner(s).

# II. SCOPE OF WORK AND REQUIREMENTS

The County desires expansion of broadband access in unserved areas and improved capacity in underserved areas using a Public/Private Partnership providing quality broadband to its citizens. The County understands the economics of expanding broadband in rural areas and is preparing to take action to improve those economics as much as possible to entice private sector investment. The County is technology agnostic and understands the need to leverage all technologies to deliver broadband to every area and as such is open to forming partnerships with more than one provider, as well as incumbents. The selected private partner(s) is (are) to provide, but not limited, to the following services:

Seamless and reliable broadband access with defined performance, coverage area, and consumer pricing goals for the County.

- Provide seamless and reliable broadband access.
- Operate as an Internet Service Provider, ensuring last-mile solution options to enable these services.
- Research and prepare all necessary FCC related forms and submittals required to provide services.
- Procurement of any permits required for the distribution of Internet content or FCC licensing.

The County has worked with the Center for Innovative Technology (CIT) to identify potential broadband adoption barriers, current broadband demand, future capacity needs, local assets, and to review County ordinances and policies related to broadband deployment. The County is committed to taking action to improve the economics of deploying broadband and improving utilization of Internet access to ensure citizens have the ability to leverage connectivity to improve their lives and our community, while preparing the County for the future.

Following are summary findings of this work, the County's broadband goals and the associated actions the County is committed to take in support of the resulting public-private partnership(s). The priorities listed below are repeated in Appendix A as requirements to be address by Offerors.

#### **PRIORITIES**

1. The County recognizes there is high demand for reliable access and capacity for business service. Expanding business access and capacity is the County's top priority.

#### **Business**

- 42% find their current business internet service unacceptable "connection [speed] too slow" cited as primary reason
- 37% rely on inadequate connection types (cellular, satellite, and some DSL)
- 18% of residential respondents report operating a home-based business.
- 10% of business respondents have NO internet service "Internet service not available" cited as primary reason
- 2. The County recognizes there is high demand for reliable access and capacity for residential service. Expanding access and capacity to unserved and underserved residential areas is a top priority for the County.

#### **Residential**

- 38% find their current residential internet service unacceptable "connection [speed] too slow" cited as primary reason
- 26% rely on inadequate connection types (cellular, satellite, and some DSL)
- 43% use the Internet to complete school assignments or course work
  - i. 13% of K-12 households do NOT have Internet at home
- 46% report using home Internet for college courses or online training
  - i. 20% more would, IF they had better connectivity
- 46% report teleworking
  - i. 20% more would telework IF they had better connectivity
- 12% of residential respondents have NO internet service "Internet service not available" cited as primary reason

These areas in King George County have the most pressing broadband needs:

Areas of Demand		
Attopin Lookout Rd.	The Meadows at Dahlgren	
Cozy Ct.	Hugger Tract	
North and south of Sandy Beach Ln.	Part of Eagles Nest	
Pebble Beach Ln.	Part of Chatterton - more specifically areas bounded by East of Eagles Nest Ln. and White Fox Ln.	
Machodoc Creek Ln.	Area east of Fletchers Chapel Rd. to Stafford county line, north to railroad	
Little Ferry Rd.	North of intersection of Farley Vale Dr. and Kings HWY, east of CSX Rail to Fletchers Chapel Rd.	
Boland Dr.	Area east of Bloomsbury Rd., that includes part of Wray Williams Estate, part of Lagrange, part of White Hall	
Granview Rd.	Area bounded by north of Salem Church Rd., east of Welcome Rd., south of Jersey Rd., east of James Madison Parkway	
Stacy Ln.	Mattox Dr.	
Panorama Dr.	East and west of Prim Rd. at the intersection of Big Timber Rd.	
Harryberry Ln.	Deep Cove Landing	
Island View Ln.	Green Hill Ln.	
Serenity Ln.	Piney Green Dr.	
Erin Ct.	Castle Ct.	
Bluff Way	Landtall Ln.	
Skyline Ln.	Stoney Point Rd.	

Hopyard Farm subdivision	Spy Hill Rd.	
Walnut Dr.	Areas north of Dahlgren Rd., along Monte Vista Dr., Wineberry Ln.	
Laforce Ln.	North & south of Caledon Rd., east of Eagles Nest Ln.	
Myrtle Ln.	Potomac landing subdivision	
Dakota Dr.	Presidential Lakes subdivision, sec 14 and 1A	
Linden Dr.	Cleydael subdivision	
Redbud Ln.	Culpeper Commons subdivision	
Dogwood Ln.	Peppermill Estates	
Passapatanzy Dr.	Chatham Village subdivision	
Sedgewick Ct.	Bayberry Estates	
Belvedere Dr.	Ferry Dock Crossing subdivision	
East & west of Windsor Dr., north of Machodoc Creek Ln.	KG on the Potomac subdivision	
East of Pumpkin Neck Rd.	East & west of Millbank Rd. in the Woodland Way area	
Areas east of Cleve, north & south of Berry Plans Landing		

- 3. The County recognizes that bandwidth available to the library system is insufficient. The national recommendation for libraries serving communities with a population of under 50,000 is 100 Mbps. <u>Increasing capacity to the Lewis Egerton Smoot Memorial Library to meet national standards is a priority for the County.</u>
- 4. The County recognizes that fire and rescue stations need additional broadband access and capacity. <u>Improving broadband access and capacity at fire and rescue stations is a priority for the County.</u>
- 5. The County recognizes that government facilities need additional broadband access and capacity. <u>Improving broadband access and capacity at all government facilities is a priority for the County.</u>

#### **COUNTY COMMITMENTS**

The County is willing to provide access to County-owned vertical assets and other incentives, as listed below, on a funding contingent basis.

- 1. The County is aware that streamlining administrative processes can speed up deployment. The County is willing to:
  - a. **Provide a single-point-of-contact** for broadband infrastructure construction by the selected private partner(s).
    - i. County Administration Department is the single-point-of-contact (County Administrator, Dr. Neiman Young).
  - b. Waive, reduce, or defer local fees for permitting and construction of any broadband infrastructure by the private partner(s).
    - i. The County seeks to provide flexibility in providing reviews, in an effort to streamline any broadband infrastructure construction/deployment.
  - c. **Assist with public education and/or public relations** leveraging County media relationships, and/or social media.
- 2. The County understands the importance of lower deployment costs. The County is willing to:
  - a. Offer County owned assets and property, when applicable.
    - i. The County has identified five county owned communication towers, and five public water towers.
  - b. Leverage ongoing or pending capital projects to **take advantage of "Dig Once" opportunities** that can reduce broadband infrastructure deployment costs.
  - c. Consider assisting with deployment costs, funding contingent.
    - i. King George County can provide funding to help offset the cost of a detailed network design from the selected internet service provider partner, based on the condition that an initial draft of detailed network design is submitted no later than 8/16/19 and a final draft of detailed network design is submitted no later than 8/23/19.
  - d. Partner to pursue any federal or state broadband funding opportunities to help offset the costs of broadband access and capacity expansion projects.
- 3. Promote library computer classes for populations that may be slow to adopt technology, or need special equipment.
- 4. Consider a computer refurb/donation program for households with affordability challenges.
- 5. The County is prepared to leverage relationships with the owners of assets not owned, operated or controlled by the County to expedite/facilitate deployments.
- 6. With the exception of E911 shelters, the County will consider sharing space on or in (certain) County owned property for tower construction, location of points of presence, networking equipment etc.

- 7. The County *does not* want to participate in revenue sharing or deploying, maintaining and/or operating any private partner(s) network components.
- 8. The County is willing to consider using the following facilities as anchor institutions to any private partner(s), *dependent on current contractual status*. The service provided to County facilities *must* be equal or better than current pricing and provide the required bandwidth to support County functions.

Community Anchor Institutions		
Entity/Department	Address	Need
Administration Building	10459 Courthouse Dr.	Needs more bandwidth
Service Authority	9207 Kings Hwy.	Needs more bandwidth
Parks and Recreation	8076 Kings Hwy.	Needs more bandwidth
Sheriff's Office	10445 Govt Ctr Blvd.	Needs more bandwidth
Animal Control	10445 Govt Ctr Blvd.	Needs more bandwidth
FRES Company 1	8122 King Hwy.	Needs more bandwidth
FRES Company 2	16147 Dahlgren Rd.	Needs more bandwidth
FRES Company 3	6060 River View Dr.	Needs more bandwidth

This solicitation is a two-step process consisting of a conceptual phase and a detailed phase. Only those private entities whose conceptual proposals are selected for further consideration will be invited to submit detailed proposals.

Offerors submitting a conceptual phase proposal will be required to produce a detailed broadband network design and deployment project plan for the detailed phase of the PPEA solicitation **only** if their conceptual proposal has sufficient merit to proceed for further consideration. However, Offerors may wish to include maps or drawings as desired in their initial submission.

The County may request, in writing, clarification to the submission and/or discontinue its evaluation of any proposal at any time during the conceptual or detailed design phase. Proposals must include a legible, easy to understand estimated schedule and cost to develop the detailed design for any proposed project and a justification for why the project will successfully attain the County's broadband goals.

The selected Offeror(s) from this conceptual phase shall provide the below listed services related to the design, deployment, operation and maintenance of the proposed broadband expansion in their design proposals if requested:

- Prepare a detailed broadband network design to expand broadband access and capacity within the County.
- Provide construction cost estimates and funding needed from the County or other sources in addition to the private investment.
- Meet with the County to review the design and estimated costs to determine available funding and a phased approach.
- Develop final design and engineering drawings to support the deployment.

- Prepare a phased deployment project plan in collaboration with the County to meet County broadband goals.
- Work with the County to pursue state and federal funding opportunities to offset the costs of the deployment(s).

#### III. INSTRUCTIONS TO OFFERORS

- A. This procurement shall be conducted in accordance with the King George County Purchasing Policy Implementing Public-Private Education Facilities and Infrastructure Act of 2002, Public-Private Transportation Act of 1995, and King George County PPEA Policy.
- B. Questions related to the RFP shall be directed to:

Lavita Cobb, Purchasing Manager

EMAIL: <a href="mailto:lcobb@co.kinggeorge.state.va.us">lcobb@co.kinggeorge.state.va.us</a>

Questions or requests for clarification must be made in writing. All responses to inquiries will be in writing in the form of a written Addendum and will be posted on the King George County website at <a href="https://www.kinggeorgecountyva.gov/">https://www.kinggeorgecountyva.gov/</a>. Questions from Offerors must be received at the King George Broadband Authority by noon on 07/12/2019 in order to ensure that the answers can be sent and received by the prospective Offerors for their consideration prior to the date proposals are due.

C. Offerors shall submit shall submit four (4) copies and one (1) original indicated as "Original" of Proposals, in addition to one (1) electronic copy on a flash drive or similar device to:

King George County Broadband Authority Attn: Lavita Cobb, Procurement Manager 10459 Courthouse Dr. Ste. 201 King George, VA 22485

D. All Proposals must be in a sealed envelope or box and clearly marked with the following information: "PPEA-RFP #07262019-1400 CONCEPTUAL PHASE BROADBAND EXPANSION" and company name and address. Proposals not so marked or sealed may be returned to the Offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the individual signing on behalf of the Offeror.

All expenses incurred for submitting Proposals to King George County shall be borne by the Offeror. **All Proposals shall be received by 2PM on 07/26/2019.** Any Proposal received after this time and date will not be considered. The time of receipt shall be determined by Lavita Cobb, Procurement Manager.

The Offeror has the sole responsibility to have the proposal received by the King George County Broadband Authority at the above address and by the above stated time and date. Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to King George, VA. Next day delivery usually arrives in

mid-to-late afternoon. Also, please note that USPS deliveries require additional days from the post office to the King George County Broadband Authority. If you will be using one of these services for delivery of your proposal, please take this information into consideration. It is the Offerors responsibility to ensure that the package is delivered to the King George County Broadband Authority by the due date and time.

Late proposals shall not be considered. Proposals will be returned to the Offeror unopened if received by special carrier or not accepted if hand delivered by Offeror.

Inclement Weather: In the event that the King George County Broadband Authority is closed during the scheduled times for a pre-proposal conference or proposals due date the pre-proposal conference and/or proposal due date will occur on the next business day that the King George County Broadband Authority is open at the appropriate times as stated in the RFP. *No exceptions will be made in this situation.* Please contact the Procurement contact as stated in the RFP for information pertaining to this procurement.

- E. Offerors are responsible for familiarizing themselves with the conditions and objectives of the items/services described herein.
- F. As a *guideline* the County *anticipates* the following tentative timetable for selection of a private partner(s).

DATE	ACTIVITY
07/02/2019	PPEA Conceptual RFP Issued
07/12/2019	Deadline for Questions is noon
07/26/2019	Proposals due by 2PM
07/29/2019	Evaluation of Conceptual Proposals
08/01/2019	Short-list Offerors' Interviews
Beginning of August	Signed Interim/Preliminary Agreement(s)
August 2019	Initial draft of detailed design and project plans due
08/23/2019	Detailed Designs and Project Plans Due
September 2019	Signed Comprehensive Agreement

# IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. **Conceptual** PPEA proposals shall conform in all respects to the requirements stated in the King George County PPEA Policy Implementing the Public-Private Education Facilities and Infrastructure Act of 2002 and Public-Private Transportation Act of 1995. The County will

review the conceptual proposals and if it determines there is merit in continuing the process, will select certain proposals for further consideration in the detailed phase.

- B. **Conceptual proposal** shall contain a CONCISE summary of the subject items described in the proposal evaluation criteria contained in RFP <u>Section V</u>.
- C. Submitted proposals should also contain the following:
  - 1. Table of Contents number all pages of the proposal.
  - 2. Introduction Cover Letter/Executive Summary on company letterhead, signed by a person with the corporate authority to enter into any contract which results from the RFP.
  - Attach a copy of your State Corporation Commission Certificate and a list of officers.
  - 4. Complete the Trade Secrets/Proprietary Information Form in Section VIII.
  - 5. The Offeror must provide the company's history and expertise in providing design and deployment of broadband expansion project(s) and related project management services in other jurisdictions in the Commonwealth of Virginia, and other states and with similar scope of work.
  - 6. The Offeror must provide a list of references of other governmental organizations who have successfully utilized the Offerors services in designing and deploying a similar project. The references must include telephone numbers and names of contact person. The County also reserves the right to contact undisclosed references in the course of this evaluation.
  - 7. The Offeror must provide the qualifications and experience of key personnel to be assigned to this broadband initiative including the project manage and team members, and the Offeror's commitment to provide identified personnel for the duration of the design and deployment.
  - 8. The Offeror must provide financial information that indicates the firm's resources and ability to provide the services requested for the duration of any resulting contract.
  - 9. Conflict of Interest: Offerors shall identify any persons known to them who would be obligated to disqualify themselves from participation on any transaction arising from or in connection to this project, pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.

#### D. Special Requirements:

1. Describe conceptually how your firm can leverage the County's assets and your capabilities to meet County broadband goals.

- 2. Describe how your conceptual design will result in a broadband network capable of delivering adequate and affordable Internet service at the lowest possible cost while also being flexible to expand capacity continually to meet future demand.
- 3. Describe broadband deployments your firm has successfully completed that are similar to the conceptual design your firm proposes.
- 4. Provide the total number of customers your firm currently provides Internet service to in the state of Virginia. If possible, please provide the total residential, business, and government customers.
- 5. Provide a sample of your firm's typical or average Internet service plans and pricing.
- 6. Provide an estimated cost project breakdown to the County for the development of a detailed broadband network design to meet the County's goals should your firm be selected to enter into an interim/preliminary contract as a result of this RFP. Include an estimated timeframe to complete the detailed network design, cost estimate for implementation of the final design, and associated phase deployment project plan.
- 7. Any assumptions regarding ownership and operation of the proposed broadband network project must be clearly identified.
- 8. Any assumptions regarding short or long-term maintenance must be clearly identified.
- 9. Marketing of the proposal intent, or content, is strictly prohibited except by the County.

#### V. PROPOSAL EVALUATION CRITERIA

The County will use the following evaluation factors in its review and evaluation of the proposals PPEA Conceptual Broadband Proposals:

- A. Experience and expertise of the Offeror in providing design and deployment of broadband expansion project(s) and related project management services to other jurisdictions in the Commonwealth of Virginia, and other states and with similar scope of work; 20 points
- B. Qualifications and experience of the Offeror's key personnel to be assigned to the broadband project including project manager and project teams, and overall qualifications and experience of the Offeror and any subcontractors to be used. Also, the Offeror's commitment to provide identified personnel for the duration of the contract; 20 points
- C. Offeror's performance record and demonstrated ability to work with a governmental organization to provide the requested services, provide quality Internet services, meet schedules, and manage a successful broadband deployment in a timely and efficient manner; 15 points.
- D. Quality of the content of the proposal and responsiveness to the PPEA-RFP including the requested "Special Requirements" of proposal submission, <u>Section IV</u>, Paragraph D of this RFP; 15 points.
- E. The sufficiency of financial resources and ability of the Offeror to perform the contract or provide the services for the duration of any resulting contract; 15 points.

- F. Pricing and timing estimate for development of a detailed broadband network design and associated phased deployment project plan; 10 points
- G. Offeror's typical or average Internet service plans and pricing; 5 points

The County reserves the right to negotiate and enter into a comprehensive agreement with any firm suited to provide the requested PPEA Broadband project and may engage one or more firms (utilizing different broadband technologies and targeting different geographical areas) for this work.

The County reserves the right to reject any or all proposals.

#### VI. PPEA PROPOSAL SELECTION PROCESS

#### Selection Process:

- A. Proposals will be evaluated as follows:
  - First step of the evaluation process will consist of scheduled submission of a conceptual proposal, or proposals, for evaluation.
  - 2. Conceptual evaluation process will consist of evaluation of proposals by the County using the Criteria noted in Section V.
  - Those private entities whose conceptual proposals are selected for further consideration will to be notified to schedule an in-person presentation and discussion.
  - 4. Selected entities will be notified to complete a(n) interim/preliminary agreement with the County prior to moving to the detailed design phase.

#### VII. TERMS AND CONDITIONS

#### A. ACCEPTANCE, INVOICING AND PAYMENT

King George County will make payment to the Offeror, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for design work under a interim/preliminary or comprehensive agreement resulting from this RFP.

Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFP, or to the selected firm prior to the Board of Supervisors' approval of an interim/preliminary or comprehensive contract.

#### B. ATTORNEY'S FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Offeror, the Offeror shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.

#### C. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this initiative.

#### D. CONTRACT AWARD

King George County has the right to award a contract to more than one Offeror, if it is in the County's best interest to provide adequate services in accordance with the criteria found in the Scope of Services. Should King George County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. King George County reserves the right to award the contract to the most qualified, responsible, and responsive Offeror(s), resulting in a negotiated agreement, which is most advantageous to and in the best interest of King George County. King George County shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and King George County's decision shall be final.

#### E. CONTRACT PERFORMANCE TERMS

Any contract resulting from this RFP shall have a term limit of three (3) years and may be renewable for three (3) additional one (1) year terms at the option of King George County. This contract may be extended during the term of the existing contract for services allowed to complete any work undertaken but not completed during the original term of the contract.

#### F. DEFINITIONS

 COUNTY: Wherever the word "County" appears, it shall be understood to mean King George County Government.

- 2. OFFEROR: A person or firm who makes an offer in response to a Request for Proposals.
- 3. CONTRACTOR: A person or firm who enters into a contract with King George County to provide the services described herein.

#### G. TERMINATION

King George County shall have the right to terminate at King George County's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of King George County.

# VIII. TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION

#### IF NO PROTECTION IS NEEDED STATE "N/A" ON THE TABLE BELOW AND SIGN

Trade secrets or proprietary information submitted by any Bidder/Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Bidder/Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by the Bidder/Offeror on the table below. If the Bidder/Offeror fails to identify any protected information on the table below, the Bidder/Offeror by return of this form, hereby releases the County and all of its employees from any and all claims, damages, demands or liabilities associated with the County's release of such information, and agrees to indemnify it for all costs, expenses and attorney's fees incurred by the County as a result of any claims made by Bidder/Offeror regarding the release of such information. By submitting its bid or proposal, Bidder/Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on the County. The classification of line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder/Offeror refuses to withdraw such a classification designation, the bid/proposal will be rejected.

SECTION / TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

<b>COMPANY NAME:</b> _	 	·
SIGNATURE		

# A. APPENDIX A: KING GEORGE COUNTY BROADBAND REQUIREMENTS AND COMMITMENTS:

The County is committed to expanding broadband access and capacity. The County understands the economics that are necessary to ensure broadband expansion is sustainable, efficient, and cost effective for all parties. The County knows that local challenges and opportunities exist and is prepared to address these as follows:

#### KING GEORGE COUNTY BROADBAND GOALS IN PRIORITY ORDER

1. The County recognizes there is high demand for reliable access and capacity for business service. Expanding business access and capacity is the County's top priority.

#### **Business**

- 42% find their current business internet service unacceptable "connection [speed] too slow" cited as primary reason
- 37% rely on inadequate connection types (cellular, satellite, and some DSL)
- 18% of residential respondents report operating a home-based business.
- 10% of business respondents have NO internet service "Internet service not available" cited as primary reason
- 2. The County recognizes there is high demand for reliable access and capacity for residential service. Expanding access and capacity to unserved and underserved residential areas is a top priority for the County.

#### Residential

- 38% find their current residential internet service unacceptable "connection [speed] too slow" cited as primary reason
- 26% rely on inadequate connection types (cellular, satellite, and some DSL)

- 43% use the Internet to complete school assignments or course work
  - i. 13% of K-12 households do NOT have Internet at home
- 46% report using home Internet for college courses or online training
  - i. 20% more would, IF they had better connectivity
- 46% report teleworking
  - i. 20% more would telework IF they had better connectivity
- 12% of residential respondents have NO internet service "Internet service not available" cited as primary reason

These areas in King George County have the most pressing broadband needs:

Areas of Demand		
Attopin Lookout Rd.	The Meadows at Dahlgren	
Cozy Ct.	Hugger Tract	
North and south of Sandy Beach Ln.	Part of Eagles Nest	
Pebble Beach Ln.	Part of Chatterton - more specifically areas bounded by East of Eagles Nest Ln. and White Fox Ln.	
Machodoc Creek Ln.	Area east of Fletchers Chapel Rd. to Stafford county line, north to railroad	
Little Ferry Rd.	North of intersection of Farley Vale Dr. and Kings HWY, east of CSX Rail to Fletchers Chapel Rd.	
Boland Dr.	Area east of Bloomsbury Rd., that includes part of Wray Williams Estate, part of Lagrange, part of White Hall	
Granview Rd.	Area bounded by north of Salem Church Rd., east of Welcome Rd., south of Jersey Rd., east of James Madison Parkway	
Stacy Ln.	Mattox Dr.	
Panorama Dr.	East and west of Prim Rd. at the intersection of Big Timber Rd.	
Harryberry Ln.	Deep Cove Landing	
Island View Ln.	Green Hill Ln.	

Serenity Ln.	Piney Green Dr.
Erin Ct.	Castle Ct.
Bluff Way	Landtall Ln.
Skyline Ln.	Stoney Point Rd.
Hopyard Farm subdivision	Spy Hill Rd.
Walnut Dr.	Areas north of Dahlgren Rd., along Monte Vista Dr., Wineberry Ln.
Laforce Ln.	North & south of Caledon Rd., east of Eagles Nest Ln.
Myrtle Ln.	Potomac landing subdivision
Dakota Dr.	Presidential Lakes subdivision, sec 14 and 1A
Linden Dr.	Cleydael subdivision
Redbud Ln.	Culpeper Commons subdivision
Dogwood Ln.	Peppermill Estates
Passapatanzy Dr.	Chatham Village subdivision
Sedgewick Ct.	Bayberry Estates
Belvedere Dr.	Ferry Dock Crossing subdivision
East & west of Windsor Dr., north of Machodoc Creek Ln.	KG on the Potomac subdivision
East of Pumpkin Neck Rd.	East & west of Millbank Rd. in the Woodland Way area
Areas east of Cleve, north & south of Berry Plans Landing	

- 3. The County recognizes that bandwidth available to the library system is insufficient. The national recommendation for libraries serving communities with a population of under 50,000 is 100 Mbps. Increasing capacity to the Lewis Egerton Smoot Memorial Library to meet national standards is a priority for the County.
- 4. The County recognizes that fire and rescue stations need additional broadband access and capacity. <u>Improving broadband access and capacity at fire and rescue stations is a priority for the County.</u>

capacity. <u>Impro</u> the County.		-		-

5. The County recognizes that government facilities need additional broadband access and

### COUNTY COMMITMENTS TO PUBLIC-PRIVATE PARTNERSHIP(S) TO EXPAND BROADBAND ACCESS AND CAPACITY

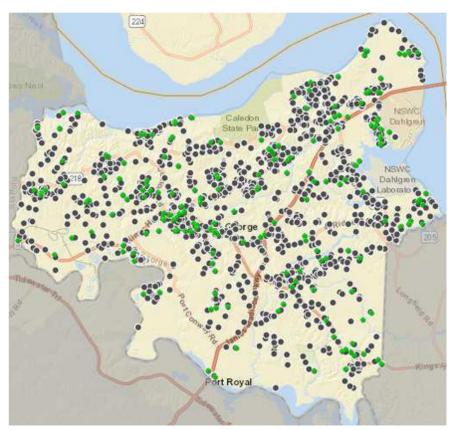
The County is willing to provide access to County-owned vertical assets and other incentives, as listed below, on a funding contingent basis.

- 9. The County is aware that streamlining administrative processes can speed up deployment. The County is willing to:
  - a. **Provide a single-point-of-contact** for broadband infrastructure construction by the selected private partner(s).
    - i. County Administration Department is the single-point-of-contact (County Administrator, Dr. Neiman Young).
  - b. Waive, reduce, or defer local fees for permitting and construction of any broadband infrastructure by the private partner(s).
    - i. The County seeks to provide flexibility in providing reviews, in an effort to streamline any broadband infrastructure construction/deployment.
  - c. **Assist with public education and/or public relations** leveraging County media relationships, and/or social media.
- 10. The County understands the importance of lower deployment costs. The County is willing to:
  - a. Offer County owned assets and property, when applicable.
    - i. The County has identified five county owned communication towers, and five public water towers.
  - b. Leverage ongoing or pending capital projects to **take advantage of "Dig Once" opportunities** that can reduce broadband infrastructure deployment costs.
  - c. Consider assisting with deployment costs, funding contingent.
    - i. King George County can provide funding to help offset the cost of a detailed network design from the selected internet service provider partner, based on the condition that an initial draft of detailed network design is submitted no later than 08/16/2019 and a final draft of detailed network design is submitted no later than 08/23/2019.
  - d. Partner to pursue any federal or state broadband funding opportunities to help offset the costs of broadband access and capacity expansion projects.
- 11. Promote library computer classes for populations that may be slow to adopt technology, or need special equipment.
- 12. Consider a computer refurb/donation program for households with affordability challenges.
- 13. The County is prepared to leverage relationships with the owners of assets not owned, operated or controlled by the County to expedite/facilitate deployments.
- 14. With the exception of E911 shelters, the County will consider sharing space on or in (certain) County owned property for tower construction, location of points of presence, networking equipment etc.

- 15. The County *does not* want to participate in revenue sharing or deploying, maintaining and/or operating any private partner(s) network components.
- 16. The County is willing to consider using the following facilities as anchor institutions to any private partner(s), *dependent on current contractual status*. The service provided to County facilities *must* be equal or better than current pricing and provide the required bandwidth to support County functions.

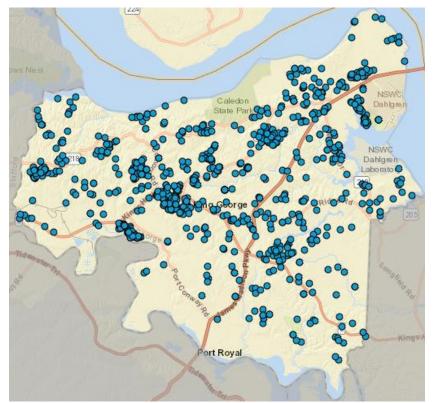
Community Anchor Institutions		
Entity/Department	Address	Need
Administration Building	10459 Courthouse Dr.	Needs more bandwidth
Service Authority	9207 Kings Hwy.	Needs more bandwidth
Parks and Recreation	8076 Kings Hwy.	Needs more bandwidth
Sheriff's Office	10445 Govt Ctr Blvd.	Needs more bandwidth
Animal Control	10445 Govt Ctr Blvd.	Needs more bandwidth
FRES Company 1	8122 King Hwy.	Needs more bandwidth
FRES Company 2	16147 Dahlgren Rd.	Needs more bandwidth
FRES Company 3	6060 River View Dr.	Needs more bandwidth

The King George County Broadband Needs Assessment Survey generated 2,058 total unique responses (residential 1,820; business 238), for a 24% response rate. That provides a confidence interval of 99% +/- 2% based on occupied households (8,669). This confidence measure implies that there is between 97% - 100% certainty that these results are representative across the county.



Blue = Residential; Green = Business

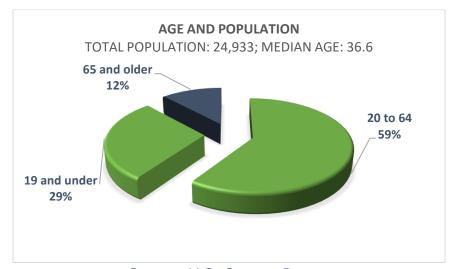
1. **K-12 Households** are dispersed throughout the County and need broadband access to complete assigned homework and projects. 43% of reported residential households have K-12 students.



Source: King George County Broadband Needs Assessment Survey

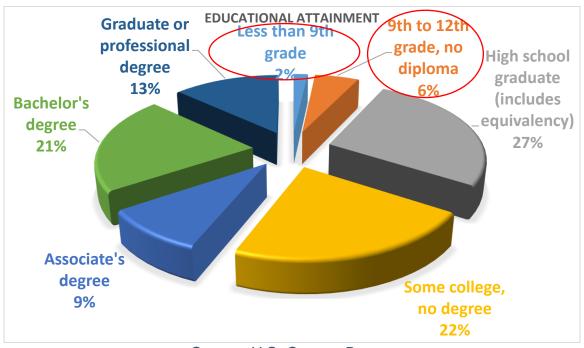
#### **COMMUNITY PROFILE INFORMATION**

**1. Age and Population.** Approximately 88% of the county's population demographics are considered eager and willing to adopt technology.



Source: U.S. Census Bureau

2. **Educational Attainment and Adoption.** Based on educational attainment, approximately 92% of the county's population are considered eager and willing to adopt technology.

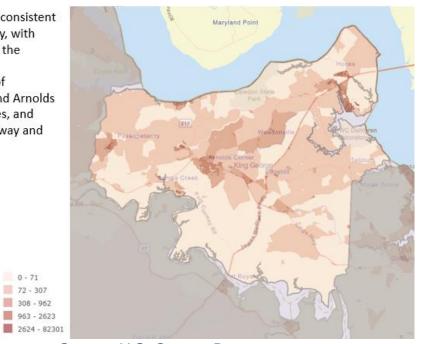


Source: U.S. Census Bureau

#### 3. Population Density.

Population fairly consistent across the locality, with higher density in the northern areas. Concentrations of population around Arnolds Corner and Hooes, and along Kings Highway and Route 301.

> 0 - 71 72 - 307 308 - 962 963 - 2623



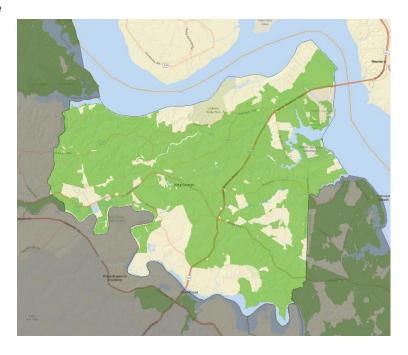
Source: U.S. Census Bureau

Reported coverage maps by technology type.¹ Unless otherwise noted, the maps in this section are based on FCC Form 477 data.

#### 1. Fixed Wireless (No coverage reported in King George County)

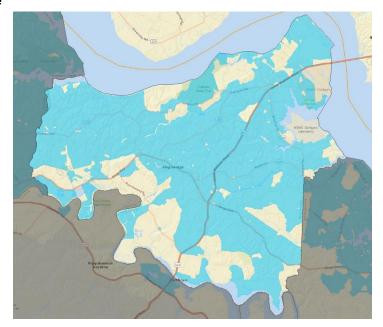


#### 2. DSL Coverage



<sup>&</sup>lt;sup>1</sup> Maps are based on FCC Form 477 data. A provider that reports technology deployment in a particular census block might not offer that technology throughout the census block. **Hence, the coverage maps may be** *overstated***.** 

### 3. Cable Coverage



### 4. Fiber Service (Not Fiber Routes)



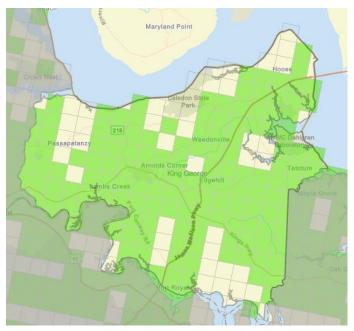
#### 5. FirstNet

#### FirstNet\* 1x1 mile grids.

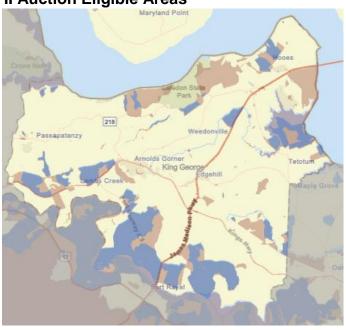
Proposed terrestrial coverage

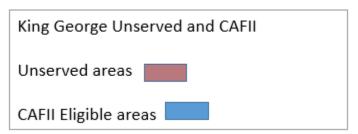
Proposed non-terrestrial coverage

\*VDEM coordinating FirstNet activities



### 6. Unserved and CAFII Auction Eligible Areas





### B. APPENDIX B: GENERAL TERMS AND CONDITIONS FOR PUBLIC SECTOR CONTRACTING

The terms and conditions that follow are those that are required in most every public sector contract for goods and services. Offerors may take exception to these terms but must provide clear, alternate language for them, in any exceptions taken, for County consideration.

- (1) RIGHT TO WORK: This contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to the labor unions and the "right to work." The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
- (2) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By signing this Contract, the Contractor certifies that it does not, and will not during the performance of this contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- (3) NONDISCRIMINATION: The following requirements of Section 2.2-4311 of the Code of Virginia shall be applicable:
  - (a) During the Performance of this Contract, the Contractor agrees as follows:
  - (i) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
  - (b). The Contractor will include the provisions of (i), (ii) and (iii) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### (4) PROHIBITION OF ALCOHOL AND OTHER DRUGS AT JOB SITE:

(a) §2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:

"During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation,

possession or use of any controlled substance or marijuana during the performance of the contract."

- (b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:
  - (1) the manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
  - (2) the impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.
- any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor.

  The Contractor shall furnish the Owner with evidence verifying compliance with the services.

  Prior to starting work on-site, the Contractor shall submit a completed King George County/King George County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which will be provided prior to award.

(5) SEX OFFENDER REGISTRY NOTIFICATION: The Contractor shall not employ on school property

- (6) VIRGINIA STATE CORPORATION COMMISSION: If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.
- (7) ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their proposals, all Offerors certify that their proposals 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 subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- (8) NO CONTACT POLICY: No Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of proposals. Any contact initiated by a Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Offeror from this procurement process.
- (9) APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of King George County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

- (10) INDEMNIFICATION: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
- (11) AUDIT: The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

#### (12) USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The Contractor shall:
- (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
- (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
- (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance

- with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the contract documents.
- f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.
- (13) PROTECTION OF PERSON AND PROPERTY: The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
  - a. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
  - b. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.
  - c. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.
  - d. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the Comprehensive Agreement.
- (14) WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Owner satisfaction at the Contractor's expense.

#### C. APPENDIX C: REQUIRED DOCUMENTS - OFFEROR'S CERTIFICATION

After first being placed under oath, I hereby certify that I have authority to submit this proposal on behalf of the Offeror whose name appears above, that I am a principal of the Offeror, that the Offeror hereby acknowledges the provisions, terms and conditions of this RFP - including all attachments and addenda - and agrees to be bound by those provisions, terms and conditions. The Offeror furthermore agrees to be bound by all of the terms and conditions in the King George County PPEA Policy, as amended. I acknowledge that the Offeror is authorized to transact business in Virginia, and neither the Offeror nor any member of its team or their principals is currently suspended or debarred from public contracting by any federal, state, or local government entity. I have taken reasonable steps to ascertain the accuracy of all the information contained in this proposal and this certification, and that the information in this proposal and certification is accurate to the best of my knowledge or information and belief.

Name and Address of Offer	or:	
		Date:
		By:
		(Signature in Ink by Officer of the Corporation)
		(Please Print)
	Zip Code:	Title:
Phone: ()		Fax: ()
E-mail:		State of Incorporation:
	S	State Corporation Commission #
	actor's Virginia Clas	ss A General Contractor's License Number
Offeror's or Offeror's Archite		s Virginia Registration Numbers:
		Signature
		Printed/Typed Name

### 

**Notary Public** 

(If applicable) the Offeror acknowledges receipt of the following addenda:

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_

My commission expires:

(Return this Form)

Dated: \_\_\_\_\_



#### **Business Fixed Wireless Pricing**

Dedicated Speed	Price
200/200 mbps*	\$399.99/mo
150/150 mbps*	299.99/mo
100/100 mbps *	249.99/ mo
50/50 mbps*	199.99/mo
30/30 mbps*	149.99/mo
25/25 mbps*	124.99/mo

\*All upload / download speeds are "up to" \*

### Set Up, Installation Charges & Taxes (One-time Charge)

Contracts	Prices with taxes
5-Year	\$49.99
4-Year	\$99.99
3-Year	\$149.99
2-Year	\$249.99
1-Year	\$349.99

Site visit may be required.

Control Fee \$20.00/mo

Static IP Available Upon Request

Prices & Taxes are subject to change without notice.

# Up to 150 Mbps download

upload: 50 Mbps

\$199.99 per month contract \$209.99 per month non-contract

#### **DIAMOND\***

#### **Exorbitant Use:**

The fastest speed available for residential customers. This plan is great for the one who wants a lot of upload and download speed.

## Up to 100 Mbps download

upload: 20 Mbps

#### \$149.99 per month contract

\$159.99 per month non-contract

#### PLATINUM PREMIUM\*

#### Extreme Use:

Very fast speed available for residential customers. This plan is good for the one who wants a lot of speed.

### Up to 50 Mbps download

upload: 10 Mbps

#### \$119.99 per month contract

\$129.99 per month non-contract

#### **PLATINUM\***

#### **Enormous Use:**

With this speed, customers can do the functions of the Gold Premium profile as well as very heavy streaming, gaming, programs, music, tutorials, videos, and HD movies for a large amount of devices.

## Up to 30 Mbps download

upload: 7 Mbps

#### \$89.99 per month contract \$99.99 per month non-contract

φ33.33 per monti mon-contra

#### **GOLD PREMIUM\***

In addition to the uses of the Gold Plus profile, these speeds allow for heavier usage for multiple devices.



## Up to 25 Mbps download

upload: 3 Mbps

#### \$79.99 per month contract

\$89.99 per month non-contract

#### **GOLD PLUS\***

Download large data and files, music and video in HD, complex games online, and video conference

# **KGI**

COMMUNICATIONS

### RESIDENTIAL FIXED WIRELESS PACKAGES

# UNLIMITED USAGE NO THROTTLING

\*Plan descriptions are estimated examples.

Rev Date: 08/26/2019



### HYBRID FIBER SMALL CELL (HFC) PRICING\* 2-year Contract

540-709-7070

#### **RESIDENTIAL PLANS\*\***

**HFC 100** 

\$190 PER MONTH

Up to 100 download Up to 30 upload

**HFC 200** 

\$230 PER MONTH

Up to 200 download Up to 100 upload **BUSINESS PLANS\*\*** 

**INCLUDES 1 STATIC IP** 

**BUS-HFC 100** 

\$240 PER MONTH

Up to 100 download Up to 100 upload

**BUS-HFC 200** 

\$270 PER MONTH

Up to 200 download Up to 200 upload

\*HFC pricing is only for areas where KGI Hybrid Fiber Small Cell (HFC) is available

\*\*All fiber plans are unlimited usage and no throttling