

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

**Application ID:** 86509082021150727  
**Application Status:** Pending  
**Program Name:** Virginia Telecommunications Initiative 2022  
**Organization Name:** Spotsylvania County  
**Organization Address:** PO Box 215  
Spotsylvania, VA 22553  
**Profile Manager Name:** Annette D'alessandro  
**Profile Manager Phone:** (540) 507-7595  
**Profile Manager Email:** adalessandro@spotsylvania.va.us

**Project Name:** Spotsylvania County, Virginia Telecommunications Initiative 2022  
**Project Contact Name:** Annette D'alessandro  
**Project Contact Phone:** (540) 507-7595  
**Project Contact Email:** adalessandro@spotsylvania.va.us  
**Project Location:** P.O. Box 99  
Spotsylvania, VA 22553-0099  
**Project Service Area:** Spotsylvania County

**Total Requested Amount:** \$17,660,257.00  
**Required Annual Audit Status:** No Current Audits Found

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

## Budget Information:

Cost/Activity Category	DHCD Request	Other Funding	Total
<b>Telecommunications</b>	<b>\$17,660,257.00</b>	<b>\$9,017,806.00</b>	<b>\$26,678,063.00</b>
Construction	\$17,660,257.00	\$7,517,806.00	\$25,178,063.00
Other: In-Kind Contribution for CPEs	\$0.00	\$1,500,000.00	\$1,500,000.00
<b>Total:</b>	<b>\$17,660,257.00</b>	<b>\$9,017,806.00</b>	<b>\$26,678,063.00</b>

### Budget Narrative:

Spotsylvania County, as the lead applicant, will partner with DataStream, as the co-applicant, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream, as the private internet service provider, will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps. The proposed project is scalable to 100/100 Mbps. The proposed project will pass 6,086 addresses of which 3,971 are unserved by VATI's definition. Spotsylvania County is respectfully requesting \$17,660,257 in VATI funds. The County will contribute \$5,000,000 in local funds while DataStream will contribute \$2,517,806 in cash. Additionally, DataStream will provide \$1,500,000 as an in-kind contribution for CPEs for a total project cost of \$26,678,063. If awarded, VATI will contribute 66.20% in cash, Spotsylvania County will contribute 18.74% in cash, and DataStream will contribute 9.44% in cash and 5.62% in in-kind contributions. Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County.

## Questions and Responses:

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

## 1. Project Description and Need

Describe 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:

Spotsylvania County is located in Northern Virginia, midway between the nation's capital of Washington D.C. and the State's capital of Richmond. The County covers over 413 square miles and has a 2019 population estimate of 136,215 according to the U.S. Census Bureau. In the past, the County's growth rate has resulted in the County being included in the rankings of the hundred fastest growing counties in the nation. The County's growth can be attributed to several factors. The County is located along the I-95 interstate corridor with close proximity to businesses, industries, military installations, as well as federal and state governmental offices. Affordable housing, relative to the surrounding areas, has led many individuals and families to migrate to Spotsylvania County. Over half of the County's employed residents commute to work in the Northern Virginia, Washington D.C. or Richmond area. Within its boundaries, the County possesses the scenic beauty of Lake Anna, rural landscape, suburban amenities and a wealth of historical attractions from the Colonial and Civil War eras. These resources also make the County a favorite tourist destination.

With a total population of nearly 140,000, nearly two-thirds of the County is predominantly rural. The suburban areas of the County are concentrated in and along the I-95/Route 1/Route 3 major highways. The rural community has a heavy presence of Revolutionary and Civil War preserved areas, and multiple lakes, creeks and rivers providing breathtaking views, bountiful agricultural lands and long winding country lanes and driveways. The spacious and sprawling topography creates a challenge for each of the County's cable television/internet providers. Accessibility to broadband is restricted to cluster developments and commercial zones in the suburban parts of the County, and clustered in rural areas where premise densities can be justified with expansion of high speed broadband.

The homes and businesses that don't have broadband service available are more rural and agricultural. Fixed wireless technology has been selected for the County's rural communities, for its ability to reach these remote and less dense locations as well as for its significantly reduced capital cost, yet its' ability to still provide 5G high speed broadband. There are pockets of unserved areas scattered throughout the region. It would take millions of dollars to reach these homes and businesses with fiber, and, with over hundreds of private roads in the rural part of the County, easements from private homeowners becomes a secondary challenge. A scalable hybrid fixed wireless/fiber project was decided to be the best solution that will allow speedy implementation of high speed broadband, allows use of existing vertical assets for point to point connections and provides a customer base that helps attract and maintain a qualified and credible Internet Service Provider (ISP) for a sustainable broadband solution.

The County has spent hundreds of hours and resources evaluating needs, communicating with residents, identifying public assets and unserved locations, which has resulted in a Broadband Mapping Solution that easily allows evaluation of each broadband solution and determine the best course of action. The selected sites for the proposed project are shown on Attachment 1 – Project Area Map. The primary project areas are identified as the Berkeley and Livingston voting districts, combined with a small section of the Chancellor District. This project area includes 3,971 unserved addresses as defined in the VATI guidance. The project area, with 6,086 addresses, consists of 5,593 residential units, 301 non-home based businesses, 164 non-residential units, seventeen schools, nine public safety facilities, and two medical/health facilities.

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

2. List existing providers in the proposed project area and the speeds offered. Please do not include satellite. Describe your outreach efforts to identify existing providers and how this information was compiled with source(s).

**Answer:**

A recent Request for Proposal for broadband services was issued by Spotsylvania County, and seven proposals were received. While each proposal offered the minimum 25/3 Mbps, and up to 100/100 Mbps, only one provider, DataStream, offered a proven hybrid solution to address how to cover the broadest range of unserved and underserved premises, with the resources, skills and experience to implement a solution within the established time frame of the VATI grant requirements.

Other cable franchise services providers include Verizon FIOS, Comcast and Cox; however, each of these providers have either 1) opted to not participate in any type of expansion beyond their own internal business decisions; and/or 2) scoped out a number of opportunities to expand coverage and capacity, at costs per home that are simply unreasonable and exorbitant; and/or 3) expanded service into greenfield sites, primarily in existing coverage footprints and in high density areas of the County. The County has existing franchise agreements with each of these service providers; however, any average premises per mile requirements in each franchise agreement have not been able to be obtained due to lack of density of premises.

There is also an existing iWisp provider in the Lake Anna area of the County, but at this time, that service is not able to meet the minimum 25/3 mbps, nor able to maintain a sustainable solution for its customers.

3. Describe if any areas near the project have received funding from federal grant programs, including but not limited to Connect America Funds II (CAF II), ACAM, ReConnect, Community Connect, and Rural Digital Opportunity Funds (RDOF). If there have been federal funds awarded near the project area(s), provide a map showing these areas, verifying the proposed project area does not conflict with these areas. Do not include areas awarded to satellite broadband providers. Label Map: Attachment 2 – Documentation on Federal Funding Area.

**Answer:**

The County has identified RDOF areas within the County that have been federally awarded to Starlink; however, VATI guidelines do not recognize satellite broadband as a viable solution at this time. The County has also identified a pending federal grant, submitted by FiberLync, for an area bordering the Orange County/Spotsylvania County line. Attachment 3 shows a map of the CAF II awards with no funding granted in Spotsylvania County.

4. Describe if any blocks awarded in Rural Digital Opportunity Fund (RDOF), excluding those awarded to satellite internet service providers, are included in the VATI application area. If RDOF areas awarded to terrestrial internet service providers are included in the VATI application, provide a map of these areas and include information on number of passings in RDOF awarded areas within the VATI application area, and Census Block Group ID number for each block group in the project area. Label Attachment: Attachment 3 – RDOF Awarded Areas Form in VATI Area

**Answer:**

Although DataStream did participate in the RDOF auction, DataStream did not receive any awards. The County has not been able to identify any RDOF awards within the County to terrestrial internet service providers. The County has identified RDOF areas within the County that have been federally awarded to Starlink; however, VATI guidelines do not recognize satellite broadband as a viable solution at this time.

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

5. Overlap: 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 below 25/3 mbps and with less than 25% service overlap within the project area for wireless projects and 10% for wireline projects. Describe any anticipated service overlap with current providers within the project area. Provide a detailed explanation as to how you determined the percentage overlap. Label Attachment: Attachment 4 – Documentation Unserved Area VATI Criteria.

**Answer:**

Comcast and Verizon FIOS provided service line maps for Spotsylvania indicating which homes had service. The County's GIS staff has been able to utilize those service line maps and provide an accurate picture of where service is, and is not. Note that Verizon will not provide service line maps at this time; however, their FIOS coverage is primarily in the remaining five districts of the County. Verizon FIOS is unable to expand past areas where Comcast is also providing coverage, due to a lack of proper facilities in the northwestern part of the County. Their central office is not adequately sized to house needed equipment. It is important to note on the attached map for unserved areas that there are hundreds of homes in the Livingston and Berkeley districts that are unable to receive Comcast service due to being more than 300' from the road.

DataStream's hybrid fiber/fixed wireless 5G solution will bridge that gap where needed; however, the count of unserved or underserved homes does not include homes that are passed by Comcast service, for the purposes of this grant application. It is also important to note that Comcast and Verizon FIOS report areas of coverage that in fact, do not exist; they are primarily private roads, which are not covered under any of the three franchise agreements.

With the implementation of a hybrid fiber/fixed wireless solution, the County estimates that there will be 6,086 addresses in the Berkeley/Livingston districts that will be part of the proposed service area, consisting of 5,593 residential units, 301 non-home based businesses, 164 non-residential units, seventeen schools, nine public safety facilities, and two medical/health facilities. Approximately 3,971 addresses are unserved/underserved. A map and list of all addresses in the proposed service area can be found in Attachment 4 as part of the documentation for unserved areas per the VATI criteria.

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

6. Total Passings: Provide the number of total serviceable units in the project area. Applicants are encouraged to prioritize areas lacking 10 Megabits per second download and 1 Megabits per second upload speeds, as they will receive priority in application scoring. For projects with more than one service area, each service area must have delineated passing information. Label Attachment: Attachment 5 – Passings Form.
- Of the total number of VATI passings, provide the number of residential, business, non-residential, and community anchors in the proposed project area. (Up to 10 points for businesses and community anchor institutions)
  - If applicable, of the total number of RDOF passings, provide the number of residential, business, non-residential, and community anchors in the proposed project area.
  - If applicable, provide the number of passings that will require special construction costs, defined as a one-time fee above normal service connection fees required to provide broadband access to a premise. Describe the methodology used for these projections.
  - If applicable, provide the number of passings included in the application that will receive broadband access because special construction costs have been budgeted in the VATI application. Describe the methodology used for determining which passings with special construction costs were budgeted in the application.
  - Provide the number of passings in the project area that have 10/1 mbps or less. Describe the methodology used for these projections. (up to 15 points)

**Answer:**

Out of the 6,086 passes in the proposed Berkeley/Livingston project area, 5,593, or 91.90%, are residential structures. There are also 301, or 4.95%, non-home based businesses, 164, or 2.69%, non-residential sites such as churches, and 28, or .46%, community anchors to include seventeen schools, nine public safety facilities, and two medical/health facilities. The County's GIS does not currently track in-home businesses.

The residential sites are popular with people who want larger lots, to live in a more country setting or along the shores of lakes, rivers and creeks. There are also a number of farms that at the current time do not have addresses. Farmers are increasingly utilizing cellular data for their equipment but the need for farms to be connected to broadband is recognized by the federal government and one that should be considered by the State in the future. Although not currently tracked, home-based businesses have become more popular in the last few years and with situations like the COVID-19 Pandemic, home related businesses and teleworking are expected to see additional growth.

Spotsylvania County, pre-pandemic, was known as a bedroom community to the Washington DC, Northern Virginia, and Richmond areas. As a result of the pandemic, remote telework was a primary way of working for many federal, state, local, and corporate employees while virtual learning was the primary means of instruction for many students from kindergarten up to and including college. Post-pandemic, it is anticipated that remote telework options will only continue to expand while school systems are also adopting virtual learning in lieu of weather cancellations.

The lack of broadband has been a major issue not only for County students in 2020/2021, but for the many people who were sent home or given the option to work from home and didn't have internet service. We believe that the emphasis on connecting businesses and community anchors is not of the same importance as it was in the past. Every home is vital and could potentially be considered a place of work. All of the unserved areas in the Livingston and Berkeley districts have internet services of less than 25/3 Mbps.

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

7. **For wireless projects only:** Please explain the ownership of the proposed wireless infrastructure. Please describe if the private co-applicant will own or lease the radio mast, tower, or other vertical structure onto which the wireless infrastructure will be installed.

**Answer:**

DataStream will utilize county-owned structures wherever possible, and where greenfield sites are required, will work with Spotsylvania County Administration and the Economic Development Department to identify sites that are easily and quickly ready-made for construction. Lease agreements with County-owned vertical structures will be minimal cost per year. Other tower sites will be rented directly by DataStream; however, the County will attempt to negotiate favorable terms with commercial/private sites for implementation of high-speed broadband. At this time, it is anticipated that the project will require four towers that will be leased, four small cell new tower builds, and fourteen macro cell new tower builds. Those towers that will need to be built will be owned by DataStream, although DataStream is actively investigating all options to mitigate project costs.

8. **Speeds:** Describe the internet service offerings, including download and upload speeds, to be provided after completion of the proposed project. 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. List the private co-applicant's tiered price structure for all speed offerings in the proposed project area, including the lowest tiered speed offering at or above 25/3 mbps. (up to 10 points)

**Answer:**

DataStream will deploy a 5G capable hybrid broadband system capable of delivering internet service from 25/3 Mbps up to 200/20 Mbps. DataStream has advised that this project is scalable to 100/100 Mbps. In order to accommodate all needs, DataStream will provide a variety of pricing options to subscribers as follows:

Residential

Internet Service Up to 25/3 Mbps for \$89.99 per month,

Internet Service Up to 50/5 Mbps for \$129.99 per month,

Internet Service Up to 75/5 Mbps for \$179.99 per month,

Professional Service Plan

Internet Service Up to 100/20 Mbps for \$199.99 per month,

Internet Service Up to 125/20 Mbps for \$229.99 per month,

Business Service Plan

Internet Service Up to 150/20 Mbps for \$259.99 per month,

Internet Service Up to 200/20 Mbps for \$289.99 per month,

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

9. Network Design: Provide a description of the network system design used to deliver broadband service from the network's primary 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. Provide a detailed explanation of how this information was determined with sources. Provide information on how capacity for scalability, or expansion, of how the network can adapt to future needs. If using a technology with shared bandwidth, describe how the equipment will handle capacity during peak intervals. For wireless projects, provide a propagation map for the proposed project area with a clearly defined legend for scale of map. Label Map: Attachment 6 – Propagation Map Wireless Project.

## Answer:

Data Stream will deploy a 5G Capable Hybrid Broadband Fixed-Wireless-Fiber System to ensure all the homes in the project area of Berkeley/Livingston districts are served with high-speed internet. The Data Stream hybrid deployment plan incorporates a multi-layer, multi-phase approach, utilizing carrier grade Ericsson 5G Capable Technology and is designed for high performance and expediency. DataStream's network follows all FCC CBRS requirements and rules. All equipment is FCC approved, licensed, and utilizes the latest 5G Capable Technology.

Network Summary: Data Stream has developed an expertise in the design and deployment of professionally engineered rural 5G Hybrid Networks. This model utilizes carrier grade equipment that delivers the most flexible and latest technological advancements. The proposed system consists of multiple network layers (Slicing) to deliver performance where it is needed without sacrificing performance, as well as providing enhanced data mobility along an IOT architecture.

Build Technology Layers: The Fixed Wireless - Non-Line-Of-Site (NLOS) Macro Layer uses high performance 5G capable radios that are expeditiously deployed on existing tower structures or other tall assets that fit into the RF Plan as well as to-be-built new towers.

The Small Cell - Non-Line-Of-Site (NLOS) Micro Layer is designed to (a) fill in the gaps between Marco Layers to enhance performance; (b) Provide Fiber-to-the- Premise (FTTP) end points severely cutting the cost to run fiber in very sparsely populated areas. Small Cell sites are deployed with 5G capable radios assuring continuation of the high performing network.

Fiber-to-the-Premises (FTTP) - Layer is designed to bring fiber service directly into a community without the extended time and cost to extend fiber down long stretches of roads that are sparsely populated. Fiber can be run into communities along roads connecting driveways. Data Stream estimates there will be 50 – 75 miles of fiber needed in the Berkeley and Livingston Districts. Data Stream estimates fiber fill-in runs at each site to be 2 – 3 miles. Data Stream is a CLEC which gives it access to utility assets to run fiber as well.

IOT Architecture Design - all the county to realize and have the ability for future expansion and functionality for smart city technology. sensors that digitalizing entire traffic systems, accelerating agriculture digitalization, connecting every aspect of the business, and farming accelerating agriculture digitalization are just a few of the advanced features of the Data Stream IOT Architecture Design.

Priority & Security Layers - The Data Stream 5G Capable Network is designed as a single will function with the ability to operate as many separate networks – all at the same time. This 5G technology is called network slicing. Slices of the network will be tailored for a specific purpose and act as its own independent network. Each slice is optimized by the characteristics needed for a specific service (i.e., Public Safety) without wasting resources on things it doesn't need.

Mobility Layer is a value-added layer to the Macro and Micro Layers enhancing mobile device coverage and performance within the Data Stream network. The ability to communicate via cell service on rural roads is a key safety component often forgotten. As more devices are connected DataStream's 5G capable network mitigates congestion issues by intelligently transmitting to each device, with high precision therefore raising the performance of each device

Additional Services delivered through the DataStream network include: IPTV (Internet Protocol Television) with live and local channels, VOIP (Voice Over Internet Protocol), and Gigablast Router Wifi Service, optimized internet for whole home WiFi 6 coverage.



# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

10. Explain how the proposed project achieves universal broadband coverage for the locality or fits into a larger plan to achieve universal broadband coverage for the locality. If applicable, explain the remaining areas of need in the locality and a brief description of the plan to achieve universal broadband coverage. (up to 50 points)

**Answer:**

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, tele-health services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide. It is anticipated that if awarded this VATI grant, Spotsylvania County will have substantially covered the entire County with high-speed broadband coverage at the completion of the implementation.

DataStream's 5G capable hybrid broadband system will be capable of delivering internet service from 25/3 Mbps up to 200/20 Mbps and will be scalable to 100/100 Mbps in future years. This hybrid approach takes the best of each technology, using fiber for high bandwidth to the data center, while using last mile fixed-wireless to quickly turn up just those users who subscribe to the service. Upon successful completion of this project DataStream will be able to offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. This project will encompass 6,086 passings to include 3,971 that are currently unserved. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Although this project will not result in universal coverage, it will certainly make a significant step in achieving universal coverage for Spotsylvania County.

11. **Project Readiness**

Describe the current state of project development, including but not limited to: planning, preliminary engineering, identifying easements/permits, status of MOU or MOA, and final design. Prepare a detailed project timeline or construction schedule, identifying specific tasks, staff, contractor(s) responsible, collection of data, etc., and estimated start and completion dates. Applicants must include Memorandums of Understanding (MOUs) or Memorandums of Agreement (MOAs) between applicants (drafts are allowable). Label Attachments: Attachment 7 – Timeline/Project Management Plan; Attachment 8 – MOU/MOA between Applicant/Co-Applicant; (up to 20 points)

**Answer:**

Project readiness has been ongoing for months, culminating in a notice of intent to award to DataStream and a draft contract. The Cable, Broadband and Telecommunications Committee, a State of Broadband presentation, and a County Broadband Plan, have been the driving force for the issuance of the Request for Proposal for Broadband Services, culminating in a planned Board-approved contract with DataStream. Board members, County staff, and members of the Cable, Broadband and Telecommunications Committee, including members of the Broadband sub-committee, have worked together to assess county addresses and county assets to prepare the grant application. In-person and WebEx meetings were held regularly to keep everyone informed of the progress. Capital Projects funding has also been identified to support the grant application, with funds identified for matching funds, once the scope of the project was validated and confirmed. Although the Board of Supervisors was to be presented with a resolution on September 14, 2021 committing \$5,000,000 in matching dollars, due to unforeseen circumstances this meeting had to be cancelled. In lieu of the resolution this application includes five individual letters of support for this project out of the seven elected Board members. The resolution will be presented for the Board's consideration at their September 28, 2021 meeting. At this time, County staff anticipate that the resolution will be approved.

The co-applicant, DataStream, is registered with the State Corporation Commission to be able to conduct business in Virginia and is ready to proceed with this project. DataStream is an established service provider in Virginia, in coordination with several other counties, and has a proven track record of success. They regularly communicate with the County and provided all needed materials for the grant application. They have also initiated conversations with Rappahannock Electric Cooperative to obtain quotes for the fiber backhaul. We are staged and ready to begin work on the project upon notification of a VATI award and anticipate timely project completion within the 18-month award period.

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

12. Has the applicant or co-applicant received any VATI grants? If so, provide a list of these grants, with a detailed summary of the status of each.

**Answer:**

Spotsylvania County, along with its project partner Comcast, was awarded a total of \$167,260 in 2018 VATI state funds to provide last-mile broadband service along Towles Mill Road. The proposed project consisted of extending Comcast infrastructure a total of 7.9 miles passing 153 homes. Upon successful project completion, 161 homes were passed with several residences contributing to the long drop fee.

Although DataStream has not been a recipient of VATI funds, Spotsylvania County and DataStream partnered on a CARES Act Broadband Initiative. The project cost was \$822,360. The grant award notification was received on December 4, 2020 and the project was completed on December 23, 2020. The funding was used for broadband infrastructure for the Belmont and Wilderness Towers. Upon project completion, approximately 6,900 Spotsylvania households are now being served. Although data is not currently available, the project may also have benefitted households located in other jurisdictions. The Wilderness Tower site may potentially benefit households in the Counties of Orange and Culpeper while the Belmont Tower site may potentially benefit households in the Counties of Orange and Louisa.

13. Matching funds: Complete the funding sources table indicating the cash match and in-kind resources from the applicant, co-applicant, and any other partners investing in the proposed project (VATI funding cannot exceed 80 percent of total project cost). In-kind resources include, but are not limited to: grant management, acquisition of rights of way or easements, waiving permit fees, force account labor, etc. Please note that a minimum 20% match is required to be eligible for VATI, the private sector provider must provide 10% of the required match. If the private co-applicant cash match is below 10% of total project cost, applicants must provide financial details demonstrating appropriate private investment. Label Attachments: Attachment 9 - Funding Sources Table; Attachment 10 – Documentation of Match Funding

**Answer:**

Spotsylvania County, as the lead applicant, will partner with DataStream, as the co-applicant, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream, as the private internet service provider, will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps. The proposed project is scalable to 100/100 Mbps. The proposed project will pass 6,086 addresses of which 3,971 are unserved by VATI's definition. Spotsylvania County is respectfully requesting \$17,600,257 in VATI funds. The County will contribute \$5,000,000 in local funds while DataStream will contribute \$2,517,806 in cash. Additionally, DataStream will provide \$1,500,000 as an in-kind contribution for CPEs for a total project cost of \$26,678,063. If awarded, VATI would contribute 66.20% in cash, Spotsylvania County would contribute 18.74% in cash, and DataStream would contribute 9.44% in cash and 5.62% in in-kind contributions. Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Please see attachment 9 for additional information.

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

14. Leverage: Describe any leverage being provided by the applicant, co-applicant, and partner(s) in support of the proposed project. (up to 10 points)

**Answer:**

In addition to DataStream's in-kind contribution of CPEs valued at \$1,500,000, both the County and DataStream will provide project management and grant administration services. The County will provide staff to assist with items such as creating GIS maps, updating websites to promote information on broadband availability, making social media posts and creating materials for public education and marketing, and other administrative duties as needed. The Spotsylvania County Department of Community Engagement and Public Information will take the lead role with marketing. Their participation and the examples listed are not included in the grant match. DataStream has expressed their willingness to participate in public forums to promote the project and the County will host the meetings. DataStream has also initiated a number of community oriented events to also get word out about their plans and delivery of service.

Multiple citizen groups will play a key role for driving the expansion of broadband and will help to disseminate information and act as resources for the public who may have questions about the project. DataStream is also registered for the FCC's Lifeline Program that will help citizens afford the monthly connection fee. The County's public libraries will conduct programs and activities that will help people to be able to utilize the internet and reduce the digital divide, and currently provide these services at sites where the County and the public sector have collaborated to provide these services. Spotsylvania County staff have spoken with representatives of the Rappahannock Health District, Spotsylvania Regional Medical Center, Mary Washington Healthcare and the upcoming VA clinic under construction in Spotsylvania County about supporting telemedicine programs once service is established.

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

15. Marketing: Describe the broadband adoption plan.

a. Explain how you plan to promote customer take rate, including marketing activities, outreach plan, and other actions to reach the identified serviceable units within the project area. Provide the anticipated take rate and describe the basis for the estimate. (up to 10 points)

b. Describe any digital literacy efforts to ensure residents and businesses in the proposed project area sufficiently utilize broadband. Please list any partnering organizations for digital literacy, such as the local library or cooperative extension office.

**Answer:**

As noted in the map in Attachment 1, the suburban part of the County is substantially covered with high-speed broadband, and in many cases, offers opportunity for competition among internet service providers. The lack of coverage in the rural areas of the County, primarily Livingston and Berkeley, highlights the digital inequity for rural premises, and also highlights the disadvantages of rural living that allows telework, remote schooling, small business entrepreneurship, lack of access to telehealth and telemedicine capabilities, etc.

Promotion of the potential project has already begun. Many members of the public are aware of the initiative because of the discussions and presentations held at the broadband committee meetings and at the Board of Supervisors meetings. The local media has produced several articles that received front page coverage about the plans to expand broadband in the region. The publicity generated more interest from citizens who have been emailing and calling to inquire if they will receive service if the grant is awarded. The COVID-19 Pandemic has also heightened the public's awareness and interest in the project.

The Spotsylvania Department of Community Engagement and Public Information will coordinate the marketing effort to share on websites and with media sources. They will work with DataStream to establish a marketing plan with target dates for social media blasts, press releases, radio interviews, public speaking engagements, public forums, etc. The County will conduct public outreach including citizen surveys to promote the proliferation of broadband and to help project take rates. An anticipated minimum take rate of 60% is predicted, based on citizen and community feedback and demand for high-speed broadband service. The affordability of the service along with an ever growing need for broadband, especially due to COVID-19, could mean a much higher rate may be possible.

The County is concerned about digital literacy and will be addressing the issue individually and collectively. County libraries have already teamed up for programs that will help the people who will gain access to broadband via the grant. The schools will be assisting in programs that will also help people gain access to broadband via the grant, and ensure those who cannot afford the service are offered programs for support. DataStream is registered for the Lifeline funding program for relief to citizens with the monthly service fee. Initial discussions with providers of medical services in the region were held to talk about how important training will be to advance the use of Telemedicine. The County will continue to explore federal, state and private grants to help obtain equipment for those who cannot afford it and to train people how to use computers for telehealth services. The County seeks to achieve the highest take rates possible and does not want lack of funding to be a stumbling block for our citizens once internet access is available.

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

16. Project Management: Identify key individuals who will be responsible for the management of the project and provide a brief description of their role and responsibilities for the project. Present this information in table format. Provide a brief description of the applicant and co applicant's history and experience with managing grants and constructing broadband communication facilities. Please attach any letters of support from stakeholders. If the applicant is not a locality(s) in which the project will occur, please provide a letter of support from that locality. Attachment 11 – Letters of Support.

**Answer:**

Spotsylvania County has received and managed numerous federal, state, and corporate grants as well as funds from non-profit organizations. The Spotsylvania County Board of Supervisors has a Grants Management Policies and Procedures document that must be followed.

On the County side, there will be two key positions. The first position is the newly created Broadband Manager. The position has been filled with an anticipated start date of September 27, 2021. This position will support the expansion of broadband internet services for Spotsylvania County. The Broadband Manager will be responsible for providing management support to include planning, installation, configuration, operations, project management and maintenance of systems and applications. Work involves hands-on skills in systems administration and strong project management skills to lead project teams from kickoff to launch for broadband solutions, both cabled and wireless. This position will provide long term continuity support for the County after the implementation period.

The second position is the Grants Manager. This position is responsible for research development, review, and editing of grant proposals as well as assists in the acceptance, administration, close out, and retention of grant awards. This position is also responsible for understanding the County's financial system as well as State, Federal and other foundation grant requirements. This position is currently filled by Annette D'Alessandro who has over twenty-one years of experience working with various institutions to include international, federal, state, and local agencies, as well as corporations, universities, foundations, and non-profits in the application, negotiation, and administration of over \$63,541,500 in grants and sub-awards.

The three key personnel from DataStream include Sean Lee, President of Data Stream Mobile Technologies Inc. Mr. Lee will be ultimately responsible for project delivery. Rudolph Kameka is the newest member to DataStream's executive team and fulfills the role of Chief Financial Officer. Mr. Kameka is a Certified Public Accountant with over 25 years of experience who will provide accounting, auditing, consultation, and financial services for this award. DataStream's Chief Operations Officer will be responsible for project management and day-to-day operations of the Berkeley/Livingston broadband initiative.

As previously mentioned, Spotsylvania County, along with its project partner Comcast, was awarded a total of \$167,260 in 2018 VATI state funds to provide last-mile broadband service along Towles Mill Road. The proposed project consisted of extending Comcast infrastructure a total of 7.9 miles passing 153 homes. Upon successful project completion, 161 homes were passed with several residences contributing to the long drop fee.

Although DataStream has not been a recipient of VATI funds, Spotsylvania County and DataStream partnered on a CARES Act Broadband Initiative. The project cost was \$822,360. The grant award notification was received on December 4, 2020 and the project was completed on December 23, 2020. The funding was used for broadband infrastructure for the Belmont and Wilderness Towers. Upon project completion, approximately 6,900 Spotsylvania households are now being served. Although data is not currently available, the project may also have benefitted households located in other jurisdictions. The Wilderness Tower site may potentially benefit households in the Counties of Orange and Culpeper while the Belmont Tower site may potentially benefit households in the Counties of Orange and Louisa.

Both the County and DataStream are poised to continue their successful partnership in order to provide high speed broadband access to those that are unserved in the Berkeley and Livingston districts.

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

## 17. Project Budget and Cost Appropriateness

Budget: Applicants must provide a detailed budget that outlines how the grant funds will be utilized, including an itemization of equipment, construction costs, and a justification of proposed expenses. If designating more than one service area in a single application, each service area must have delineated budget information. For wireless projects, please include delineated budget information by each tower. Expenses should be substantiated by clear cost estimates. Include copies of vendor quotes or documented cost estimates supporting the proposed budget. Label Attachments: Attachment 12 – Derivation of Costs; Attachment 13 - Documentation of Supporting Cost Estimates. (up to 10 points)

### Answer:

Please see attachments 12 and 13 for the requested information regarding project budget and cost appropriateness.

18. The cost benefit index is comprised of state cost per unit passed. Individual cost benefit scores are calculated and averaged together to create a point scale for a composite score. Provide the following:

a. Total VATI funding request

b. Number of serviceable units  
(up to 125 points)

### Answer:

Total VATI Funding Request: \$17,660,257

Number of serviceable units: 6,086 serviceable units of which 3,971 are unserved

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

## 19. Commonwealth Priorities (Up to 40 points)

Additional points will be awarded to proposed projects that reflect Commonwealth priorities. If applicable, describe the following:

- a. Businesses, community anchors, or other passings in the proposed project area that will have a significant impact on the locality or region because of access to broadband.
- b. Unique partnerships involved in the proposed project. Examples include electric utilities, universities, and federal/state agencies.
- c. Digital equity efforts to ensure low to moderate income households in the proposed project area will have affordable access to speeds at or above 25/3 mbps.

### Answer:

The proposed project is seen as a first and significant step towards ubiquitous coverage in the region. Spotsylvania County is a large locality, with a substantial acreage of the County without access to high speed broadband. It is the desire of the County to partner with a provider who desires to serve our area and grow their business in a sustainable and customer-service oriented manner. Staff has completed exhaustive assessments of addresses to know exactly who has coverage and who does not. The new and strengthened relationships between the County and other county and community boards has provided better communication and will facilitate planning in the future. It is anticipated that if awarded this VATI grant, Spotsylvania County will have substantially covered the entire County with high-speed broadband coverage at the completion of the implementation. This also opens the door to assign adjoining localities on future grants for expansion of broadband services, where needed. Again, sharing resources and working collectively on plans is crucial.

While the number of businesses may be small, the impact on home-based operations will be significant. Owners will have opportunities that are severely restricted by access to only cellular data or in some cases nonexistent access. It's anticipated that the County will see a growth in home-based business based on new access to the internet. This could provide new revenues to the County and benefit everyone as the areas sees economic improvements. As mentioned before, the Covid-19 Pandemic has highlighted the significant need for access to high speed internet. Every home that houses employees could be seen as a potential business location. The need for broadband to every home has never been more important. Access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services.

The County is in a unique position to be able to work with a single service provider for hybrid wireless services that will blend in well with the existing cable service franchisees in the County. The success of DataStream will rely on connectivity and the customer base, not only in Spotsylvania County but in other localities as well.

Digital equity for our citizens starts with everyone having the service available to their home. This project will address the most remote homes and greatly reduce the geographic digital divide. The citizen's groups are excited about entering into the next phase of resolving inequities by helping to make sure people know how to use the internet, have proper training and access to equipment. The County and DataStream will be exploring multiple funding options including telemedicine grants, promoting the FCC Lifeline program, soliciting for non-profits and agencies to support the less fortunate to be able to afford the monthly service bill and possess the equipment that they need.

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

## 20. Additional Information

Provide the two most recent Form 477 submitted to the FCC, or equivalent, as well as point, polygon, and, for wireless providers, RSSI shapefiles for the project area **in .zip file form**. With attachments 17 through 20, attach any other information 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 - Point and Polygon shapefiles, in.zip file form, showing proposed passings and project area
- c. Attachment 16 - For wireless applicants: shapefiles, in .zip file form, indicating RSSI projections in the application area
- d. Attachment 17 – XXXXXXXX
- e. Attachment 18 – XXXXXXXX
- f. Attachment 19 – XXXXXXXX
- g. Attachment 20 – XXXXXXXX

### Answer:

Please see the Attachments 14, 15, and 16 for the two most recent Form 477s, the proposed passings and project area shapefiles, and the shapefiles for the RSSI projections.

Additional attachments include Attachment 17 regarding the cancellation of the September 14, 2021 Spotsylvania County Board of Supervisors meeting. Originally, the resolution in support of this VATI application that also included the designation of authorized organizational representatives, and the \$5,000,000 local match commitment for this VATI application was to be presented at this Board meeting. However, since a quorum was not available the Board meeting had to be cancelled. In lieu of the resolution, attached are letters from the County Attorney, the County Administrator, and five letters of support from Spotsylvania County Board Members. Spotsylvania County is governed by seven elected Board of Supervisors. It is anticipated that the resolution will be presented to the Board at their next meeting scheduled for September 28, 2021.

Attachment 18 includes the Broadband Manager job description, anticipated to be filled by September 27, 2021, and the resume for the County's Grants Manager.

### Attachments:

Map(s) of project area, including proposed infrastructure

Att1ProjectAreaMap9142021122812.pdf

Documentation of Federal Funding (CAF/ACAM/USDA/RDOF, etc...) in and/or near proposed project area.

Att2DocumentationofFederalFundingArea9142021122914.pdf



# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

RDOF Awarded Areas included in VATI Application (Use template provided)

Att3RDOFAwardedAreasIncludedinVATIApplication9142021123031.pdf

Documentation that proposed project area is unserved based on VATI criteria

Att4DocumentationUnservedAreaVATICriteria9142021123131.pdf

Passings Form (Use template provided)

Att5PassingsForm9142021123227.pdf

Propagation Map if Wireless Project

Att6PropagationMap914202170034.pdf

Timeline/Project Management Plan

Att7TimelineProjectManagementPlan9142021123459.pdf

MOU/MOA between applicant/co-applicant (can be in draft form)

Att8AgreementBetweenApplicantandCoapplicant9142021123815.pdf

Funding Sources Table (Use template provided)

Att9FundingSourcesTable9142021123921.pdf

Documentation of Match Funding

Att10DocumentationofMatchFunds9142021124027.pdf

Letters of Support

Att11LettersofSupport914202111620.pdf

Derivation of Cost/Project Budget (Use template provided)

Att12DerivationofCosts9142021124215.pdf

Documentation of Supporting Cost Estimates

Att13DocumentationofSupportingCostEstimates9142021124332.pdf

# Application to DHCD Submitted through CAMS

Spotsylvania County

Spotsylvania County, Virginia Telecommunications Initiative 2022

---

Two most recent Form 477 submitted to the FCC or equivalent

Attachment14TwoMostRecentForm477SubmittedtotheFCC913202134314.pdf

Point and Polygon shapefiles, in.zip file form, showing proposed passings and project area

Att15ProposedPassingsandProjectArea9142021124508.zip

For wireless applicants: shapefiles, in .zip file form, indicating RSSI projections in the application area

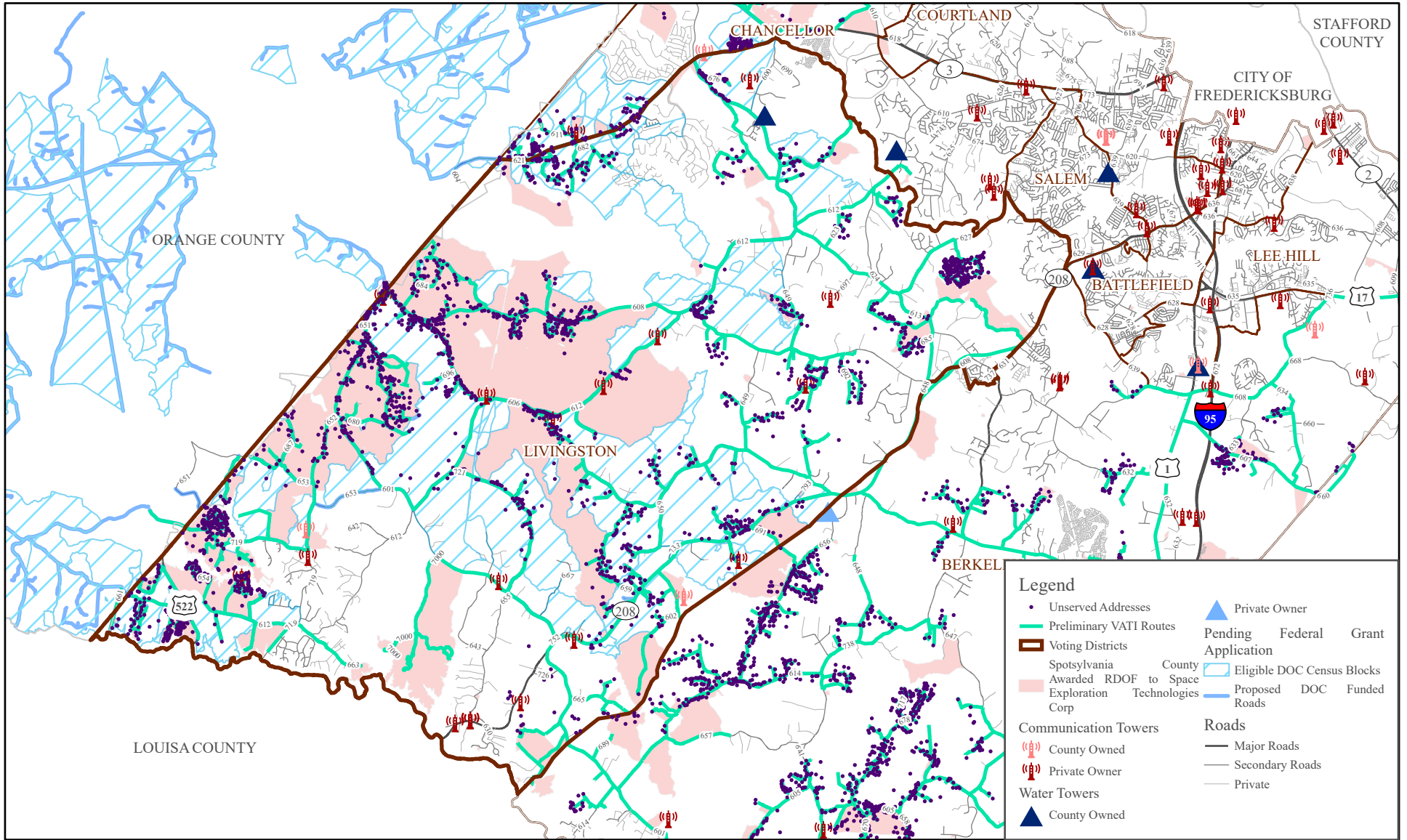
Att16SpotsylvaniaRSSIShapefile9142021124849.zip

Optional

Att17BOSCancellationandBOSLettersofSupport914202124240.pdf

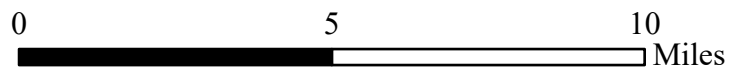
Optional

Att18KeyParticipantsfromSpotsylvaniaCounty9142021125531.pdf

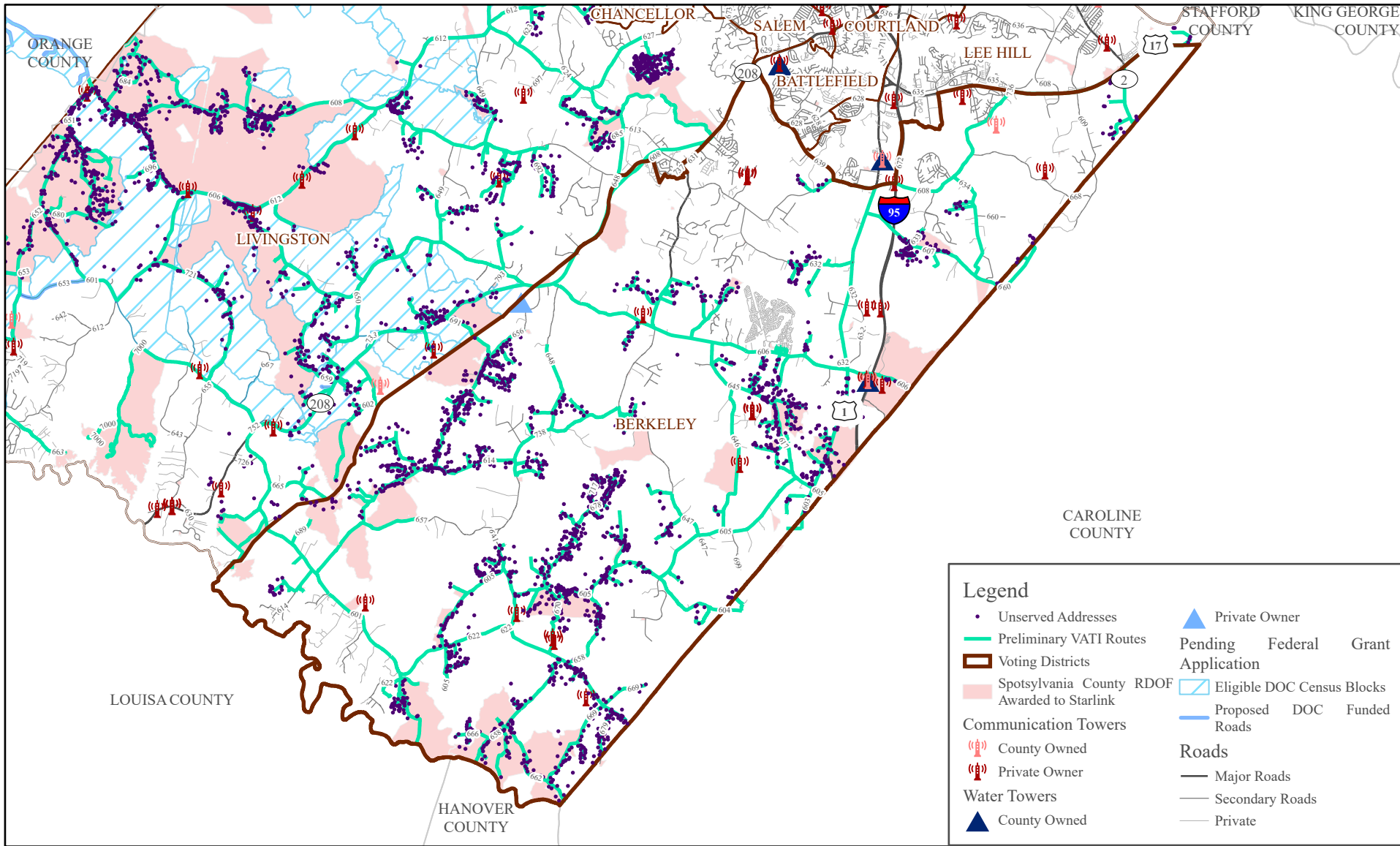


## SPOTSYLVANIA COUNTY PROJECT AREA - 1A

Author: EWT  
Date: 9/13/2021

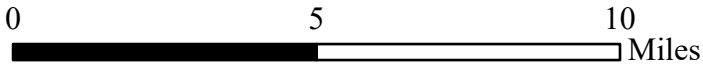


Source: Spotsylvania County GIS, Preliminary VATI Routes provided by Data Stream, Eligible DOC Census Blocks and Funded Roads provided by FiberLync

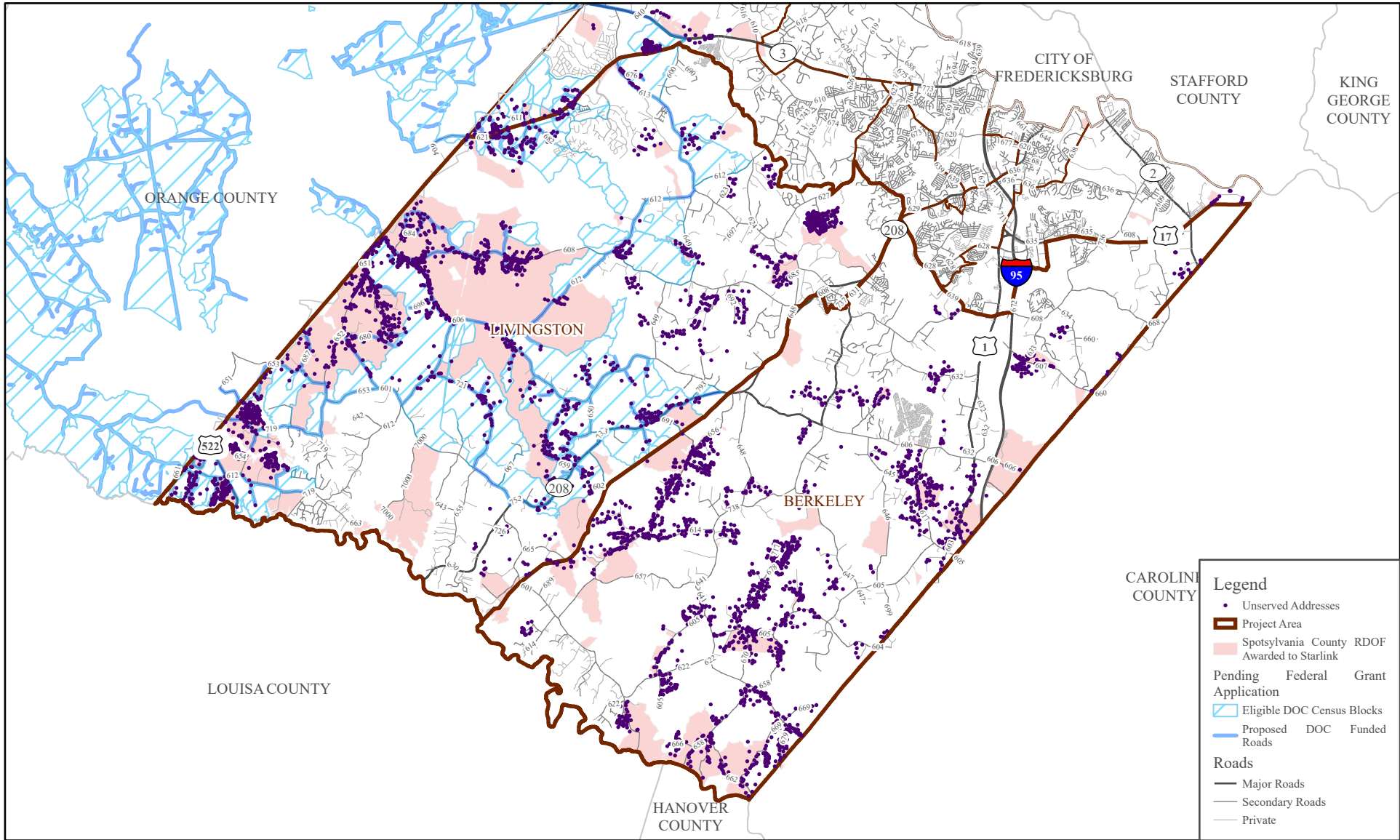


# SPOTSYLVANIA COUNTY PROJECT AREA - 1B

Author: EWT  
Date: 9/13/2021

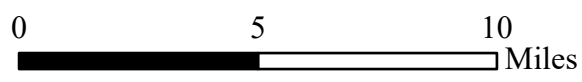


Source: Spotsylvania County GIS, Preliminary VATI Routes provided by Data Stream, Eligible DOC Census Blocks and Funded Roads provided by FiberLync



# SPOTSYLVANIA COUNTY POTENTIAL FEDERAL FUNDING AREAS

Author: EWT  
Date: 9/13/2021



Source: Spotsylvania County GIS, Preliminary VATI Routes provided by Data Stream, Eligible DOC Census Blocks and Funded Roads provided by FiberLync

Spotsylvania County has identified RDOF areas that have been federally awarded to Starlink; however, VATI guidelines do not recognize satellite broadband as a viable solution at this time.



**DATA STREAM**  
MOBILE TECHNOLOGIES ♦ BROADBAND ♦ TELECOM

“Building The Technology of Tomorrow”

dsbroadband.com - 877.303.8956

---

## RDOF Funds Statement

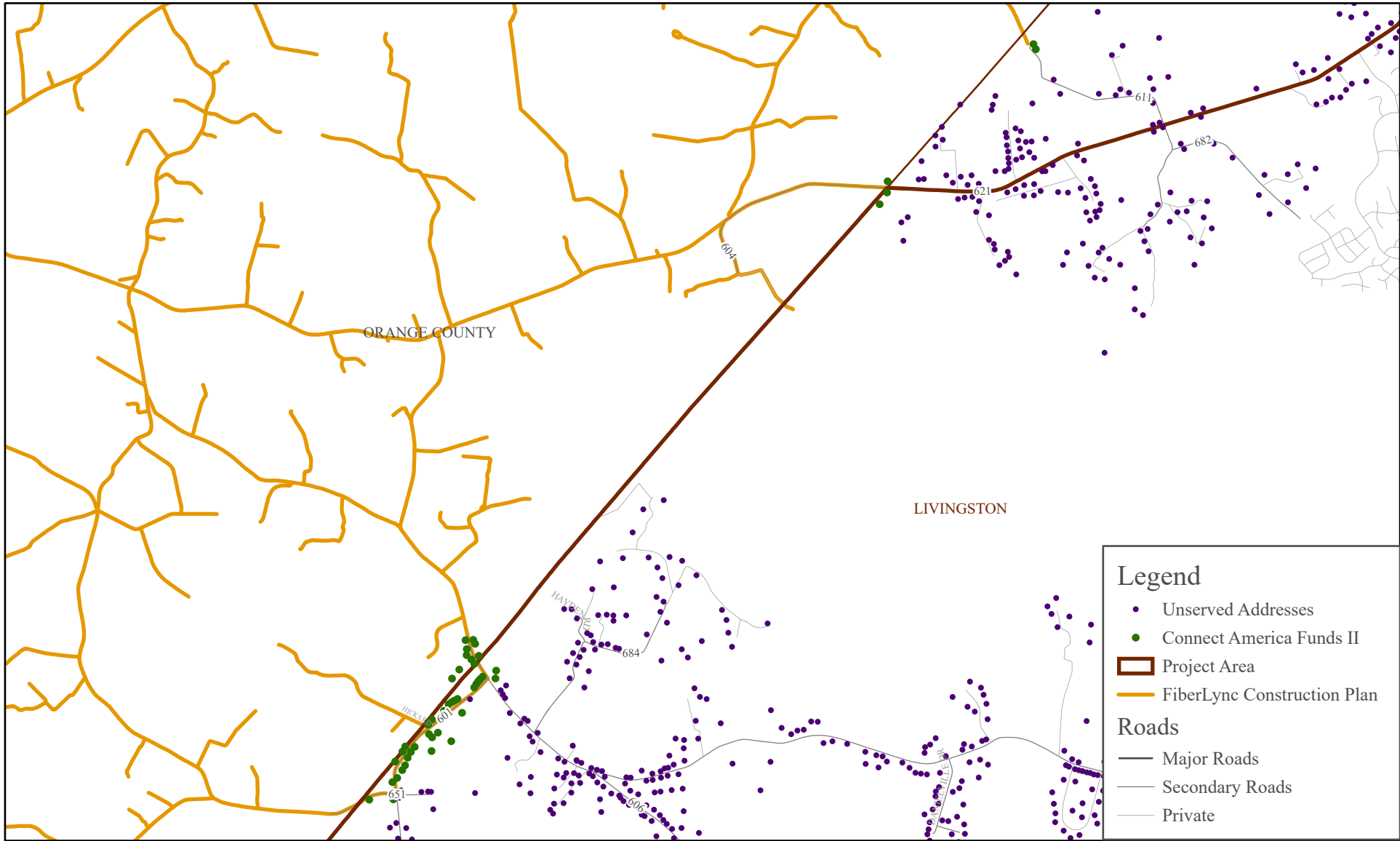
To whom it may concern,

This is to confirm that Data stream Broadband did participate in the RDOF action but was not awarded nor received any RDOF funding.

Regards,

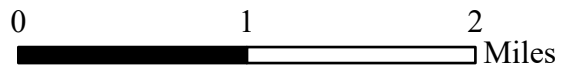
*Sean Lee*

Sean Lee  
CEO/President  
Data Stream Broadband



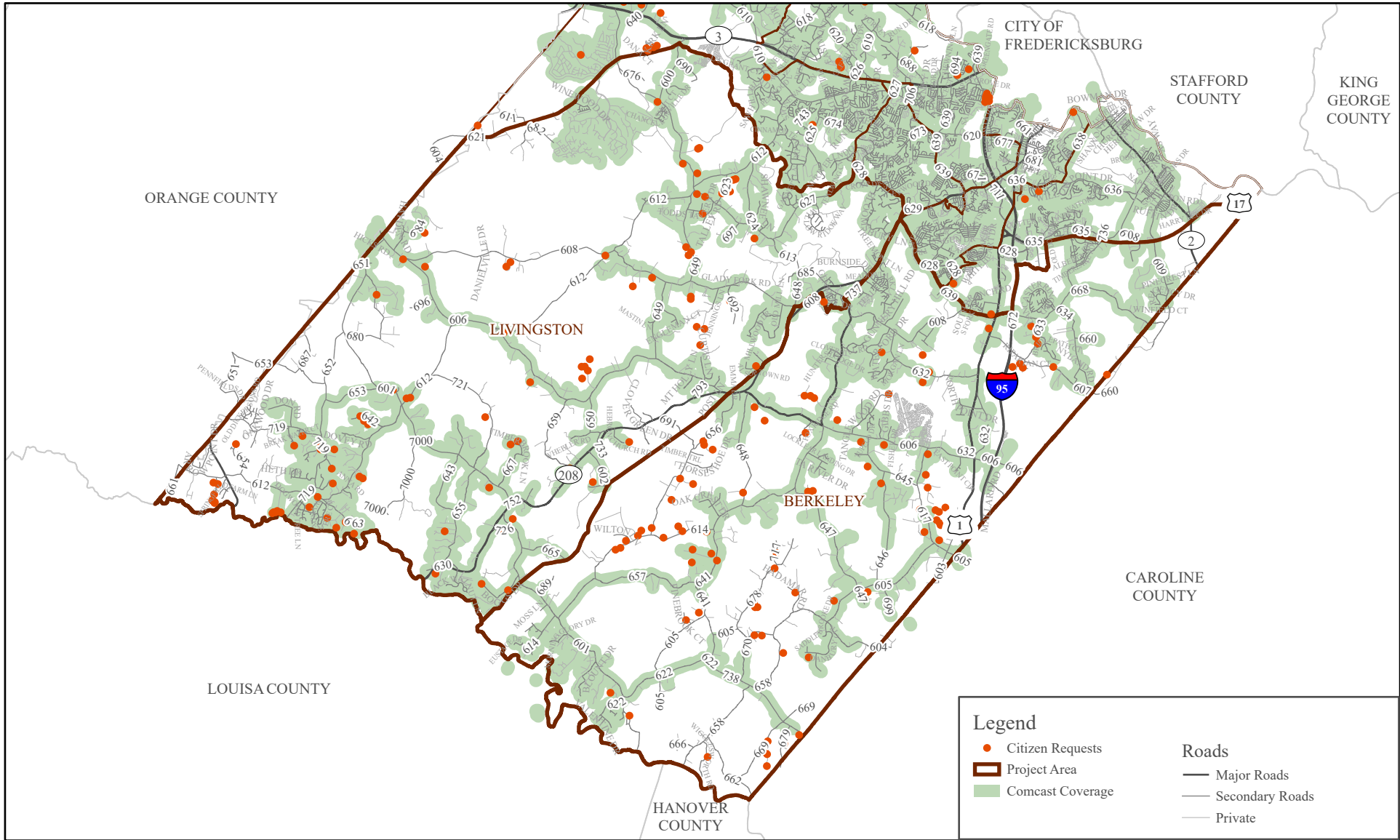
## CONNECT AMERICA FUNDS II NO FUNDING GRANTED IN SPOTSYLVANIA COUNTY

Author: EWT  
Date: 9/13/2021



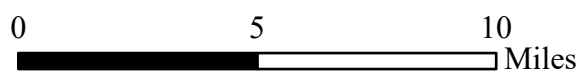
Source: Spotsylvania County GIS, FiberLync Construction Plan and Connect America Funds II Residences provided by FiberLync. No CAFII funding granted to Spotsylvania County





## SPOTSYLVANIA COUNTY CITIZEN REQUESTS FOR SERVICE

Author: EWT  
Date: 9/13/2021



Source: Spotsylvania County GIS, Comcast Coverage buffers Comcast lines by approximately 300 ft. Citizen Requests are citizen phone calls and emails to Spotsylvania County Information Services requesting Broadband service

Road Name	Miles	District	Funding	Notes	Middle / Last Mile	Addresses Passed	Unservd	Voting District	Road Type	Route	Note
Adamson Ln	0.797213	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	12	12	Berkeley	Private	n/a	
Agecroft Rd	0.308426	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Berkeley	Private	n/a	
Aleut Ln	0.299803	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Berkeley	Private	n/a	Indian Acres
Alta Vista Ln	0.722196	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a	
AMEN COR	0.151967	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
AMERICA LN	0.174666	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Angle Way	0.193087	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Arcadia Rd	0.565325	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	6	6	Berkeley	State	603	
Arcadia Rd	0.283379	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Berkeley	State	603	
Arcadia Rd	0.954961	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	3	Berkeley	State	603	Part in Caroline Cty
ARCHWOOD LN	0.228757	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Arcon Way	0.087189	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Livingston	Private	n/a	
Artritt Rd	0.144689	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	4	1	Berkeley	State	601	
Artritt Rd	1.733716	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	10	10	Berkeley	State	601	
ARROW POINT DR	1.180076	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	9	9	Livingston	Private	n/a	
Arrow Wood Dr	0.377083	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Caroline Cty	State	1023	
Asdee Ln	0.335315	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	
Ashcraft Way	0.092007	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Astarita Ave	0.780925	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	13	13	Berkeley	Private	n/a	
Aster Ct	0.155631	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	Private	n/a	
AUSTIN RIDGE RD	0.347401	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Chancellor	Private	n/a	
Autumn Ln	0.332593	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Chancellor	Private	n/a	
Avon Dr	0.610038	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	Private	n/a	
BABE BOY SCHOOLER DR	0.682915	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Livingston	Private	n/a	
BAILEYS RD	0.473688	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	10	10	Livingston	Private	n/a	
Barbara Ln	0.158652	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Berkeley	Private	n/a	
Battlefield Dr	0.368362	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	0	Chancellor	Private	n/a	
Bear Lake Dr	0.496118	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Livingston	Private	n/a	
Bear Ln	0.267657	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Berkeley	Private	n/a	
Bear Tree Ln	0.181814	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	0	Berkeley	Private	n/a	
Beaver Ln	0.690308	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	14	14	Livingston	Private	n/a	
Bel-Aire Plantation Dr	0.492551	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Livingston	Private	n/a	
Belfonte Rd	1.104369	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	28	0	Livingston	State	665	
Belfonte Rd	0.34562	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	15	15	Livingston	State	665	
Belmont Rd	3.099933	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	30	23	Livingston	State	652	
Belmont Rd	1.067092	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	13	0	Livingston	State	652	
Belvedere Dr	1.319421	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Lee Hill	Private	n/a	
Berkeley Dr	0.0622	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Best Way	0.293572	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Livingston	Private	n/a	
Bettina Way	0.245027	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Black Meadow Rd	1.83539	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	44	30	Chancellor	State	640	
Black Meadow Rd	0.286397	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Chancellor	State	640	
Black Rd	0.173713	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Berkeley	Private	n/a	
Black Rock Dr	1.457304	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	7	7	Livingston	State	691	
Black Snake Ct	0.217042	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Berkeley	Private	n/a	
Blanton Rd	2.274749	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	30	20	Berkeley	State	604	
Blaydes Corner Rd	1.188938	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	31	0	Berkeley	State	647	
Blaydes Corner Rd	0.40601	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	9	9	Berkeley	State	647	
BLAZING SADDLES LN	0.2907	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Chancellor	Private	n/a	
Block House Rd	0.844332	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	10	10	Berkeley	State	648	
Block House Rd	1.6675	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	14	14	Berkeley	State	648	
Bloody Angle Dr	0.356822	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston			National Park Service
Blue Ridge Rd	0.460869	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	29	29	Livingston	State	1010	
Bluff Hill Way	0.248736	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	3	Livingston	Private	n/a	
Boggs Dr	1.557488	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	12	12	Multi	State	713	
Bran-De Rose Dr	0.175106	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Livingston	Private	n/a	
Brandon Ray Ln	0.463472	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	Private	n/a	
Breaknock Rd	0.616102	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Berkeley	State	614	
Breeze Way	0.104515	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Briggs Way	0.172488	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Berkeley	Private	n/a	

Brock Rd	5.947535	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	129	30	Livingston	State	613	
Brock Rd	2.79298	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	25	19	Livingston	State	613	
Brookrun Ct	0.221404	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	11	11	Livingston	State	2311	
Browns Farm Rd	0.571238	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	12	12	Livingston	Private	n/a	
Browns Farm St	0.51121	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	State	2300	
Buckeye Ln	0.10458	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
BUCKLAND RD	0.501595	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	Private	n/a	
Bullock Rd	0.90498	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Chancellor	State	90205	
Burnleigh St	0.311728	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Livingston	State	2310	
Burnside Dr	1.425816	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Livingston	State	90216	National Park Service
Butler Rd	1.414328	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	21	21	Berkeley	State	669	
Butler Rd	0.81915	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	8	8	Berkeley	State	669	
Cabin Rd	1.467641	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston			State Park
Cabin View Ln	0.397866	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Caden Ln	0.142992	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Berkeley	Private	n/a	
Campground Rd	0.654486	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston			State Park
CARNEAL LN	0.38318	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	Private	n/a	
Carrington Ct	0.382836	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	15	15	Livingston	Private	n/a	
Carter Ln	0.803218	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	10	10	Livingston	Private	n/a	
Castaway Beach Rd	0.186493	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Livingston	State	1595	
Catharpin Landing Rd	0.350845	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Chancellor	Private	n/a	
Catharpin Rd	3.549907	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	75	30	Livingston	State	612	
Catharpin Rd	2.765076	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	102	0	Livingston	State	312	
Cattail Branch Ln	0.555534	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Cedar Ln	0.123343	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Livingston	State	1508	
Cedar Plantation Rd	0.5615	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	11	11	Livingston	Private	n/a	
CHANCELLOR MEADOWS LN	0.401941	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	10	10	Livingston	Private	n/a	
Chase Ct	0.122083	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	Private	n/a	
CHERRY GROVE LN	0.63461	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Chickahominy Ct	0.172105	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	Private	n/a	
Church Pond Rd	0.449795	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	11	11	Livingston	State	633	
Claiborne Plantation Way	0.466302	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Berkeley	Private	n/a	
Clarendon Ct	0.107909	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Livingston	State	2303	
CLOVER GREEN DR	0.888082	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Livingston	Private	n/a	
Coach Four Ln	0.221299	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Comfort Ln	1.145442	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	15	0	Livingston	State	663	
Comfort Ln	0.111307	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	0	Livingston	Private	n/a	
Comfort Ln	0.142505	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	9	9	Livingston	Private	n/a	
COOKTOWN RD	0.822006	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	26	26	Livingston	State	676	
Cooley Ln	0.313701	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Corbin Ln	0.335155	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Livingston	Private	n/a	
Country Rd	1.033926	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	26	26	Berkeley	State	679	
Courthouse Rd	9.330378	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	178	35	Multi	State	208	
Courthouse Rd	1.691968	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	16	16	Multi	State	208	
Courthouse Rd	1.207568	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	22	0	Berkeley	State	208	
Courtneys Ln	0.532549	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Berkeley	Private	n/a	
Craigs Church Ln	0.64585	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	9	9	Livingston	State	684	
Creeping Hollow Ln	0.201506	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	Private	n/a	
CRESCENT POINT DR	0.789995	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	32	32	Livingston	State	1054	
Cross Creek Ln	0.835563	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	11	11	Berkeley	Private	n/a	
Crystal Ln	0.267124	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Cunningham Ct	0.199673	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	Private	n/a	
Curtis Ln	0.725454	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	27	27	Livingston	State	702	
Custers Trce	1.407264	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	13	13	Livingston	Private	n/a	
Dairy Dr	0.299137	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	14	14	Livingston	State	1072	
DANA CT	0.126194	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	7	7	Chancellor	State	1625	
Dandelion Dr	0.197918	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	Private	n/a	
Danielville Dr	0.468484	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	17	17	Livingston	State	1075	
Darcy Ln	0.174052	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Darden Ct	0.17011	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Livingston	State	2304	
Days Bridge Rd	1.112908	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	14	0	Livingston	State	719	

Days Bridge Rd	1.800153	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	15	15	Livingston	State	719
DAYS BRIDGE RD Connector	0.975509	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	0	0	Orange Cty	State	719
Deer Park Dr	0.36135	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	8	8	Livingston	Private	n/a
DEER PATH LN	0.234736	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	Private	n/a
Deerhill Rd	0.134214	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Livingston	State	1596
Deerwood Ln	0.647119	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Livingston	Private	n/a
Delta Ln	0.079985	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a
Derrick Cir	0.056832	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	State	1074
Dew Ln	0.21592	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	3	Berkeley	Private	n/a
Diamond Ln	0.661142	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a
Dickerson Rd	1.923089	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	27	27	Berkeley	State	614
Dickerson Rd	1.51978	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	3	3	Berkeley	State	614
Dickerson Rd	0.424949	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	14	14	Berkeley	State	614
Dominique Dr	0.11777	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Berkeley	Private	n/a
Dominique Dr	0.051898	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Berkeley	Private	n/a
Don Rd	0.648291	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	5	5	Livingston	Private	n/a
Don Rd	0.63016	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Livingston	State	763
Dorchester Ct	0.283435	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a
DOROTHY LN	0.455003	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	18	18	Livingston	State	1700
Downstream Ct	0.121181	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a
Downton Ave	1.019068	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	12	12	Livingston	Private	n/a
Drummers Ln	0.23746	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	11	11	Livingston	State	1594
Duerson Ln	1.898575	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	33	33	Berkeley	State	614
DUSTY LN	0.269169	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	Private	n/a
Edenton Cove Way	0.087317	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	Private	n/a
Edenton Rd	1.498834	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	26	26	Edenton	State	657
Edgewood Dr	0.047105	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Livingston	State	1599
Edgewood Farm Ln	0.467183	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Livingston	Private	n/a
Ellen Dr	0.237679	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a
Elmira Ln	0.24113	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Livingston	Private	n/a
Elys Ford Rd	1.889224	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	13	0	Chancellor	State	610
Emmitts Rd	0.40153	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Berkeley	Private	n/a
Fair Oak Ln	0.438288	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Berkeley	Private	n/a
Fairley Ln	0.351896	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a
Fairview Rd	2.853233	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	25	0	Berkeley	State	622
Faith Haven Trl	0.144239	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Berkeley	Private	n/a
Faulconers Ct	0.134062	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Livingston	State	1076
FAULKNER LN	0.159946	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Caroline Cty	State	741
Fauntleroy Ln	0.337011	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	7	7	Livingston	Private	n/a
FIVE ACRE PL	0.130043	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a
Filippo Dr	2.615587	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Middle Mile	65	0	Berkeley	State	634
Flower Ln	0.307063	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Berkeley	Private	n/a
Foremost Farms Ln	0.320931	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	3	Livingston	Private	n/a
Forest Green Ln	0.375862	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	State	n/a
Forest Rd	0.129118	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a
Forest Rd	0.117372	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Berkeley	Private	n/a
Forest View Dr	0.464546	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	13	13	Berkeley	Private	n/a
Fox Hole Ln	0.181054	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Livingston	Private	n/a
Fox Ridge Rd	0.749187	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	9	9	Berkeley	Private	n/a
Fox Run Crossing Ln	0.463673	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Berkeley	Private	n/a
FOX RUN DR	1.090439	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	23	23	Livingston	Private	n/a
Fox Trl	0.421082	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Livingston	Private	n/a
Fox Trot Ct	0.55348	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	9	9	Livingston	Private	n/a
FOXWOOD LN	0.423678	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	15	15	Chancellor	Private	n/a
Gabriel Ct	0.479861	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	9	9	Livingston	Private	n/a
Gaby Ln	0.86192	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a
Gardner Farm Rd	0.515013	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	Private	n/a
Gentry Ln	0.738766	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	7	7	Berkeley	Private	n/a
GERIS LN	0.438578	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a
Gibson Ln	0.097886	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a
Ginger Ln	0.293013	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Berkeley	Private	n/a

Glady Fork Rd	0.18284	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	State	693	
Glebe Estates Rd	0.210811	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Berkeley	Private	n/a	
Glebe Run Rd	0.266239	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	9	9	Berkeley	Private	n/a	
Gordon Rd	1.8089	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	25	25	Livingston	State	627	
GOVERNORS POINT LN	1.106141	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	11	11	Livingston	Private	n/a	
Grace Hl	0.486083	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	Private	n/a	
Grady Ln	0.312347	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
GRAND BROOKS RD	3.106398	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	50	29	Livingston	State	721	
GRAND BROOKS RD	0.85501	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	10	10	Livingston	State	721	
GRAND HILL RD	0.479411	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Granite Springs Rd	2.701647	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	11	0	Livingston	State	680	
GRANITE SPRINGS RD	0.489836	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	32	26	Livingston	State	680	
Grant W	0.593577	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston	State	90214	National Park Service
Grant W	0.469359	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	2	1	Livingston	State	90214	National Park Service
Gravel Dr	0.094129	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Livingston	Private	n/a	
Greenbranch St	1.141831	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	38	38	Berkeley	State	678	
Greenwood Dr	1.016746	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	14	14	Chancellor	Private	n/a	
Guinea Station Rd	3.800124	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	44	15	Berkeley	State	607	
H D Trl	0.415607	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Hacketts Cliff Rd	0.829814	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a	
Hadamar Rd	0.96558	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	27	27	Berkeley	Private	n/a	
Haida Ln	0.052564	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Berkeley	Private	n/a	INDIAN ACRES
Haida Ln	0.039125	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Berkeley	Private	n/a	INDIAN ACRES
Hams Ct	0.253086	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	7	4	Berkeley	Private	n/a	
Hams Ford Rd	0.961292	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	22	0	Berkeley	State	617	
Hams Ford Rd	0.947141	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	18	18	Berkeley	State	617	
Hams Ford Rd	0.742345	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	31	4	Berkeley	State	617	
Hancock Rd	0.629714	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	Private	n/a	
Hancock Rd	1.60056	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	18	18	Livingston	Private	n/a	
Hard Rock Way	0.313419	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	3	Livingston	Private	n/a	
Harley Ln	0.348119	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Livingston	Private	n/a	
Harris Ct	0.497225	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Livingston	Private	n/a	
Harris Ln	0.519113	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	Private	n/a	
HARTLEY LN	0.070989	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	Private	n/a	
Harts Run	0.6937	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	14	14	Berkeley	Private	n/a	
Hathaway Ln	0.547287	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Hatteras Ct	0.099097	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	State	2287	
HERITAGE VILLAGE CT	0.29238	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Livingston	Private	n/a	
Heron Pointe Ct	0.035088	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	
Heron Pointe Way	0.961261	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	13	13	Livingston	Private	n/a	
HICKORY CUT LN	0.762409	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Livingston	Private	n/a	
Hickory Ridge Rd	1.505669	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Middle Mile	40	40	Berkeley	State	632	
Hidden Acres Way	0.524656	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	9	9	Berkeley	Private	n/a	
Hidden Brook Rd	0.166452	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	7	7	Livingston	Private	n/a	
Hidden Creek Ln	0.207698	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	Private	n/a	
High View Ln	0.230431	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Highclere Ct	0.157267	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	Private	n/a	
Highclere Ln	0.624924	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Livingston	Private	n/a	
Hilliard Ct	0.171766	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	0	Chancellor	Private	n/a	
Hollo Way	0.332955	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Holly Dr	0.77326	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	37	37	Berkeley	State	717	
HOMESTEAD DR	0.504592	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Livingston	Private	n/a	
Horseshoe Bend Dr	0.21133	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	8	8	Berkeley	State	1591	
Horseshoe Dr	0.856051	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	24	24	Berkeley	State	990	
Horseshoe Spur	0.142701	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	State	991	
Horton Ln	0.498593	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Livingston	Private	n/a	
HOUSTON LN	0.181593	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	2	Livingston	State	651	
Hummingbird Ln	0.486648	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	12	12	Berkeley	Private	n/a	
Humphries Dr	0.072732	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Berkeley	Private	n/a	
HUNTERS POND DR	0.372634	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
HUNTERS TRACE WAY	0.368772	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	9	9	Livingston	Private	n/a	

Irvine St	0.33543	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Berkeley	Private	n/a	
Iva Ln	0.204024	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a	
Ivory Ln	0.425315	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Jackson Trl E	2.791851	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	13	13	Multi	State	90211	National Park Service
Jackson W	0.962546	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	1	1	Livingston	State	90212	National Park Service
Jackson W	1.385676	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	1	Livingston	State	90212	National Park Service
JARRELL LN	0.286448	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	
Jasper Ln	0.30416	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	Private	n/a	
Jefferson Davis Hwy	1.1684	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	19	16	Berkeley	State	1	
Jefferson Davis Hwy	0.824982	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	8	8	Berkeley	State	1	
Jefferson Davis Hwy	4.261731	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Middle Mile	77	2	Berkeley	State	1	
Jennings Ln	0.662614	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	17	10	Livingston	State	705	
Joey's Ln	0.147989	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a	
John Deere Trl	0.55232	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
John Taylor Ln	0.544541	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Livingston	Private	n/a	
Joshua Farm St	0.146699	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Journeys End Rd	0.67968	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
KELSEY CIR	0.124732	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Chancellor	State	1627	
KIRK LN	0.169813	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	10	10	Chancellor	State	1628	
Kleineidam Way	0.258762	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Berkeley	Private	n/a	
Labrador Ln	0.206053	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Lake Anna Pkwy	5.252068	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	43	28	Multi	State	208	
Lake Forest Ln	0.247177	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	State	1550	
LAKE NAN WAY	1.17162	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Livingston	Private	n/a	
LAKE VIEW DR	0.702167	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	5	5	Livingston	Private	n/a	
Laken Woods Dr	0.060872	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	0	Berkeley	State	1552	
Lakeside Woods Dr	0.178319	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	9	0	Berkeley	State	1551	
Landrum Oaks Ln	0.27791	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Landrum Oaks Ln	0.27791	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Landrum Rd	0.359203	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	10	10	Livingston	Private	n/a	
Lanes Corner Rd	0.908538	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Middle Mile	13	13	Livingston	State	659	
LANES CORNER RD	1.545566	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	22	22	Livingston	State	659	
LANES CORNER RD	0.339554	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	4	4	Livingston	State	659	
Langdon Ct	0.137194	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	State	2306	
Lawyers Rd	4.647507	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	27	6	Livingston	State	601	
Lawyers Rd	0.536129	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	7	0	Livingston	State	601	
LAWYERS RD	3.159722	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	65	28	Livingston	State	601	
LAWYERS RD - InKind	0.93733	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	29	0	Livingston	State	601	
Lazy Acres Ln	0.147534	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	3	Livingston	Private	n/a	
Lewiston Rd	2.091748	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	30	0	Livingston	State	601	
Lewiston Rd	0.218917	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	0	Multi	State	601	
Lewiston Rd	4.584917	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	76	0	Berkeley	State	601	
Liam Ln	0.156472	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Livingston	Private	n/a	
LIGHT LN	0.470749	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	Private	n/a	
Lighthouse Ln	0.102037	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Orange Cty	Private	n/a	
LILLIAN LN	0.334557	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	Private	n/a	
Linden Hall Ct	0.490479	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Berkeley	Private	n/a	
Little Acres Ln	0.661202	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	Private	n/a	
Little Field Way	0.27234	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	
Little Odd Ln	0.559181	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	Private	n/a	
Log Cabin Rd	1.74701	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	19	19	Berkeley	State	662	
Log Cabin Rd	0.622786	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	8	8	Berkeley	State	669	
LOGAN HEIGHTS CIR	0.858338	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	17	17	Livingston	State	1544	
Loggers Ln	0.400069	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	Private	n/a	
Lonesome Pine Rd	0.272543	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Livingston	Private	n/a	
Long Acres Ln	0.294677	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Longmont Ct	0.048796	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	State	2307	
Lucks Rd	0.332406	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	State	622	
Lynch Ln	0.248794	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Lyndhurst Ct	0.039971	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	State	2305	
Mac Doc Ln	0.192093	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Berkeley	Private	n/a	

Mandau Ln	0.125814	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Berkeley			Indian Acres
Marengo Plantation Ln	0.673097	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	7	7	Berkeley	Private	n/a	
Margaret Ln	0.240546	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
MARGO RD	1.034134	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	24	0	Livingston	State	650	
MARSHALL TRACT CT	0.521743	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	1	Livingston	Private	n/a	
MARSHALL TRACT CT Connector	3.129203	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	23	6	Livingston	State	754	
Martin Ln	0.27533	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Martins Ridge Rd	0.234766	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Marye Rd	1.378578	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	28	28	Berkeley	State	605	
Marye Rd	6.515321	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	130	35	Berkeley	State	605	
Marye Rd	0.567869	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Berkeley	State	605	
Massaponax Church Rd	6.064487	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Middle Mile	88	30	Berkeley	State	608	
Massey Rd	0.737663	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	14	0	Livingston	State	602	
Massey Rd	0.671026	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	21	0	Livingston	State	602	
Massey Rd	0.309206	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	State	602	
Mastin Ln	0.607267	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	10	10	Livingston	State	703	
Matthew Ln	0.369168	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	24	24	Livingston	Private	n/a	
Maxson Ct	0.307311	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	9	0	Chancellor	Private	n/a	
Mayberry Ln	0.458094	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Berkeley	Private	n/a	
Mccracken Ct	0.342965	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	3	Livingston	Private	n/a	
Mcgrath Ln	0.338517	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Meadows Run	0.553856	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	7	7	Berkeley	Private	n/a	
Mica Mine Rd	0.511142	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston	Private	n/a	
Mica Mine Rd	0.428031	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	0	0	Livingston	Private	n/a	
Mill Pond Rd	1.439057	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	24	24	Livingston	State	649	
Millridge Ln	0.286724	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	8	8	Chancellor	Private	n/a	
Mills Dr	4.242369	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Middle Mile	0	0	Multi	State	17	
Mitzi Dr	0.116528	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	3	Berkeley	Private	n/a	
MONROVIA RD	2.518611	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	9	5	Livingston	State	612	
MONROVIA RD	1.205284	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	7	7	Livingston	State	612	
Moon Shadow Ln	0.26916	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	10	10	Berkeley	Private	n/a	
Morris Rd	4.180666	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	71	0	Berkeley	State	606	
Morris Rd	0.011604	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Berkeley	State	606	
Morris Rd	0.361524	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	10	0	Berkeley	State	606	
Moser Ln	0.525022	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Berkeley	Private	n/a	
Moss Ln	0.275516	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	State	757	
Mountain View Dr	0.979559	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	15	15	Chancellor	Private	n/a	
Mt Olive Rd	1.644257	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	22	22	Berkeley	State	658	
Mt Olive Rd	1.505517	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	19	19	Berkeley	State	658	
Much A Nuttin Ln	0.625762	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a	
Mudd Tavern Rd	1.471172	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	25	8	Berkeley	State	606	
Muddy Way	0.142123	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Berkeley	Private	n/a	
Natures Trl	0.23424	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	Private	n/a	
Nelson Rd	0.076691	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Neves Rd	0.255037	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
NEW CHAPEL RD	0.153589	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	
Newell Ln	0.457918	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Berkeley	Private	n/a	
NEWTON LN	0.899242	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	Private	n/a	
NEXT TO NEVER LN	0.283843	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	Private	n/a	
Northlake Dr	0.290752	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Livingston	Private	n/a	
Nottingham Dr	0.415258	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	7	7	Lee Hill	Private	n/a	
Nottoway Ln	0.396667	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	9	9	Livingston	Private	n/a	
Oakwood Dr	0.571867	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	12	12	Livingston	State	1505	
Old Block House Ln	0.162303	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston	State	951	
Old Block House Ln	0.966754	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	34	5	Livingston	State	951	
Old Dickersons Rd	0.48752	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	16	16	Livingston	State	1593	
Old Elys Ford Rd	0.116977	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	0	Chancellor	State	769	
OLD TRAVELERS RD	0.957128	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	7	7	Livingston	Private	n/a	
Olive View Dr	0.091377	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	Private	n/a	
Orange Plank RD	8.335364	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	61	61	Livingston	State	621	
ORANGE SPRINGS RD	1.685636	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	8	8	Livingston	State	653	

Orchard Ln	0.495921	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Our Pl	0.13	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Outback Rd	0.236059	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	9	9	Livingston	Private	n/a	
Outer Banks Ln	0.319337	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Berkeley	State	2288	
PALMEDA LN	0.278026	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	Private	n/a	
PAMUNKEY RD	4.132063	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	39	39	Livingston	State	612	
PANIER RD	0.4787	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	Private	n/a	
Park Roads	1.355557	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	3	Livingston			Lake Anna State Park
Parker Ln	0.978045	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	State	682	
Parks Farm RD	0.345457	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Chancellor	Private	n/a	
Parkwood Cir	0.13614	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	State	1506	
Partlow Rd	3.435022	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	71	10	Berkeley	State	738	
Partlow Rd	1.920313	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Middle Mile	38	18	Berkeley	State	738	
Partlow Rd	3.237486	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Middle Mile	71	0	Berkeley	State	738	
Patricks Ln	0.355862	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
PELHAM DR	0.470505	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	15	15	Chancellor	State	1624	
Pendleton Farm Rd	0.480906	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	Private	n/a	
PERCY SACRA LN	0.616318	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	3	3	Livingston	Private	n/a	
PERCY SACRA LN	0.166201	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Livingston	Private	n/a	
Pine Acres Way	0.418609	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	Private	n/a	
Pine View Ln	0.421948	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Berkeley	Private	n/a	
Pinebrook Ct	0.408297	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	10	10	Berkeley	State	2048	
PINEHURST LN	0.482303	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Pineridge Dr	0.311443	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	10	10	Livingston	Private	n/a	
Piney Branch Rd	0.126635	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Livingston	Private	n/a	
Pirates Cv	0.113668	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	3	Livingston	Private	n/a	
Plank Rd	1.511829	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	21	0	Chancellor	State	3	
Plantation Estates Way	0.474842	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Berkeley	Private	n/a	
PLENTIFUL CREEK LN	0.667055	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Livingston	Private	n/a	
Poplar Ct	0.09717	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Livingston	State	1507	
Post Oak Rd Ext	6.509374	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	149	0	Livingston	State	606	
POST OAK RD	5.51211	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	115	0	Livingston	State	606	
Prayer Way	0.416881	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Princess Melanie Ln	0.093604	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston	Private	n/a	
Princess Melanie Ln	0.394983	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston	Private	n/a	
Pritchett Rd	0.425116	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	13	13	Livingston	State	685	
Private Rd	0.723618	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	7	7	Livingston	Private	n/a	
Quicks Way	0.145192	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	0	Livingston	Private	n/a	
Quince Rd	0.420017	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
RAILROAD LN	0.326668	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	11	11	Livingston	Private	n/a	
Ranger Ln	0.117593	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Chancellor	State	90206	National Park Service
Red Earth Ln	0.258303	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Red Fox Dr	0.637257	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	13	13	Berkeley	Private	n/a	
Red Fox Dr	0.053888	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a	
Renfield Ct	0.02984	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Livingston	State	2308	
Riparian Ct	0.307686	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	11	11	Berkeley	State	1969	
River Crest Ct	0.279935	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Berkeley	State	1968	
River Will Rd	0.079637	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	
Riverside Farm Ln	0.44174	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Robert E Lee Dr	0.213952	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	6	3	Livingston	State	608	
Robert E Lee Dr	3.862082	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Middle Mile	92	40	Livingston	State	608	
Ropers Run	0.101623	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Berkeley	State	1588	
Rosenhart Cor	0.110725	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	Private	n/a	
Royal Ct	0.128023	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	Private	n/a	
RUMSEY LN	0.562083	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	State	701	
S HUNTERS TRACE WAY	0.087349	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Livingston	Private	n/a	
SALE GREENE LN	0.233542	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Sandy Lane Dr	1.321463	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	State	2	
Sandy Ln	0.349482	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Santa Clara Ln	0.114997	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Berkeley	Private	n/a	INDIAN ACRES
Schooler Pond Dr	0.285382	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	



Scotts Dale Ln	0.105972	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Berkeley	Private	n/a	
Scotts Farm Rd	0.195852	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	Private	n/a	
Scotts Knoll Lndg	0.131809	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston	Private	n/a	
Seays Rd	1.087931	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Middle Mile	14	10	Livingston	State	649	
Seneca Ln	0.142985	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Berkeley	Private	n/a	INDIAN ACRES
SERENITY CT	0.07543	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	3	Livingston	Private	n/a	
Shannon Meadows Ln	0.109261	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Shellbrook Ln	0.350309	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	3	3	Livingston	Private	n/a	
Shepherds Holw	0.5019	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Berkeley	Private	n/a	
Shepherds Rd	2.122712	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	40	40	Berkeley	State	678	
Shepherds Way	0.257129	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	7	7	Berkeley	Private	n/a	
Shiloh Springs Dr	0.286611	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston	Private	n/a	
SHIRLEY RD	1.090603	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	14	14	Livingston	Private	n/a	
Shirleys Hill Rd	0.593472	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	13	13	Berkeley	State	658	
Shirleys Hill Rd	1.434788	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	16	16	Berkeley	State	658	
Silas Hicks Dr	0.44469	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	
Simpsons Ln	0.441223	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Singing Wood Ct	0.170047	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	
Singing Wood Ln	1.096107	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	19	19	Livingston	Private	n/a	
Sir Jeremy Ct	0.079713	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston	Private	n/a	
Skyrocket Ln	0.178691	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Skyview Ln	0.225093	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Berkeley	Private	n/a	
Sleepy Hollow Dr	0.178663	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Smith Rd	1.099391	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Berkeley	State	669	
Southlake Dr	1.00655	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	9	9	Livingston	Private	n/a	
Springfield Farm Ln	0.307425	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	8	8	Livingston	State	1073	
Stanfield Rd	1.350388	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	14	12	Berkeley	State	646	
Stanfield Rd	2.161403	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	40	20	Berkeley	State	646	
State Park Ln	2.92732	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Livingston	State	7000	Lake Anna State Park
Stewart Rd	0.933101	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	7	7	Livingston	State	623	
Stoneshire Ct	0.133493	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Stubbs Bridge Rd	2.755559	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	34	10	Livingston	State	612	
STUBBS BRIDGE RD	0.805219	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	State	612	
Sugar Hollow Rd	0.185828	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Livingston	State	1597	
SULLIVAN RD	0.742352	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	9	9	Livingston	State	696	
Summerview Ct	0.101685	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	8	8	Livingston	State	1987	
Summerview Ln	0.085027	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Livingston	State	1986	
Sunnybrooke Farm Rd	1.175477	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	12	12	Livingston	State	692	
Sunset Rd	2.241731	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	50	30	Berkeley	State	645	
Sutters Rd	0.438172	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	10	10	Berkeley	Private	n/a	
Swan Ln	0.064366	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a	
Swathmore Way	0.383732	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	Private	n/a	
Swift Rd	1.043777	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Berkeley	State	605	
Swissvale Dr	0.153686	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Sycamore Shoals Dr	0.409183	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	9	9	Berkeley	State	2286	
T Pat Rd	0.187276	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Livingston	Private	n/a	
TALL PINES LN	0.094035	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Chancellor	Private	n/a	
Tanglewood Dr	1.144658	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Orange Cty	State	1020	
Tanglewood Rd	1.585412	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	25	25	Berkeley	State	722	
Tarrington Way	0.84014	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	20	20	Livingston	Private	n/a	
TAYLOR RIDGE WAY	0.923928	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	Private	n/a	
Terembes Ln	0.109772	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Livingston	Private	n/a	
Thornbrook Ln	0.607733	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	19	19	Berkeley	State	2299	
Timber Trl	0.391467	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	15	15	Berkeley	State	992	
Towles Mill Rd	0.370007	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	8	8	Berkeley	State	656	
Towles Mill Rd	0.317836	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	10	10	Berkeley	State	656	
Towles Mill Rd	0.082316	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Berkeley	State	656	
Towles Mill Rd	0.282453	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Berkeley	State	656	
Towles Mill Rd	0.122573	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Berkeley	State	656	
Towles Mill Rd	0.694431	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	8	8	Berkeley	State	656	
Towles Mill Rd	2.035791	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	65	65	Berkeley	State	656	

TRACY LN	0.110211	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Chancellor	State	1626	
Tribble Rd	0.342919	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Berkeley	State	666	
Tribble Rd	0.321603	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	State	666	
Tributary Ct	0.104979	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a	
TURMAN MEWS WAY	0.133176	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Livingston	Private	n/a	
Turner Ln	0.099622	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Livingston	Private	n/a	
Tyler Ln	0.276707	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a	
VINTAGE LN	0.111204	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	Private	n/a	
W Cartharpin Rd	6.014953	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	77	49	Livingston	State	608	
W CATHARPIN RD Connector	1.152179	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	30	0	Livingston	State	608	
W Ridge Ct	0.131859	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Livingston	State	2309	
WADDY LN	0.953232	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	State	661	
Wade St	0.232551	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	4	4	Berkeley	Private	n/a	
Walters Rd	1.444639	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	19	19	Berkeley	State	605	
Walters Rd	0.985236	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Middle Mile	12	12	Berkeley	State	605	
Walnut Farm Ln	1.513875	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	Private	n/a	
Walnut Farm Ln	0.457202	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	5	5	Livingston	Private	n/a	
WARE RD	0.477032	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	1	1	Livingston	Private	n/a	
Warwick Plantation Ln	0.759522	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	7	7	Berkeley	Private	n/a	
Water Front Ct	0.061989	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	State	2289	
Waterside Dr	0.332577	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	11	11	Berkeley	State	1589	
WEBB LN	0.876789	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	6	6	Livingston	Private	n/a	
WEST LAKE CIR	0.119891	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	8	8	Chancellor	State	1629	
WHEELER RD	0.615175	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	20	20	Livingston	State	728	
Whelan Way	0.98675	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	9	9	Berkeley	Private	n/a	
Whelan Way	0.157119	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Berkeley	Private	n/a	
Whispering Pines Dr	0.254492	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston	Private	n/a	
WHITE ROCK TRL	0.135489	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	
WHITE SHOP LN	0.515423	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Livingston	State	762	
Whites Ln	0.313743	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	9	9	Livingston	Private	n/a	
Wigglesworth Rd	1.185673	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	5	5	Berkeley	State	724	
Wild Flower Ln	0.414498	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Livingston	Private	n/a	
Wildlife Run	0.432933	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	16	16	Berkeley	Private	n/a	
Wildwood Knoll Farm Ln	0.26953	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	7	7	Livingston	Private	n/a	
Wilkshire Way	0.2823	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	5	5	Livingston	Private	n/a	
Willies Ln	0.25053	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Berkeley	Private	n/a	
Willistown Ln	0.238782	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	3	3	Caroline Cty	Private	n/a	
WILLOUGHBY DR	0.231202	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	Private	n/a	
Willow Ridge Ln	0.279667	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	10	10	Livingston	State	2302	
Willow Ridge Way	0.945639	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	42	42	Livingston	State	2302	
Wilton Ln	0.589651	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	24	24	Berkeley	State	1797	
Windfield Oaks Dr	0.421438	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Chancellor	Private	n/a	
Winding Rd	1.378099	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	33	33	Berkeley	State	670	
Winding River Dr	0.238269	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Berkeley	Private	n/a	
Windway Dr	1.136888	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	22	22	Livingston	State	1545	
WINDY ACRES LN	1.101267	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	12	12	Chancellor	State	611	
WINDY ACRES LN	0.682608	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	7	7	Livingston	State	611	
Windyhill Ct	0.116874	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	6	6	Livingston	State	1546	
Wintum Ln	0.073834	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	0	0	Berkeley	Private	n/a	INDIAN ACRES
Wood Ln	0.137466	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Berkeley	Private	n/a	
WOODBERRY FARM RD	0.723244	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder Connector	Middle Mile	20	20	Livingston	Private	n/a	
WOODCREST WAY	0.152993	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	2	2	Livingston	Private	n/a	
Wooded Way	0.348732	Spotsylvania County	VATI	Not within Space Exploration Tech Corp Area	Last Mile	0	0	Berkeley			Part in Caroline Cty
Woodson Holw	0.300864	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	2	2	Berkeley	Private	n/a	
ZACHARY TAYLOR HWY	0.896113	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	4	4	Livingston	State	522	
ZACHARY TAYLOR HWY	0.915049	Spotsylvania County	VATI	Space Exploration Technologies Corp Bidder	Last Mile	1	1	Livingston	State	522	

Totals: 410.3612

6086

3971

## 2022 Virginia Telecommunication Initiative (VATI) Passing Form

Type of Passings	Total Number of Passings in the Project Area <sup>1</sup>	Passings in the Project Area, without Special Construction Costs Required <sup>2</sup>	Passings with Special Construction Costs budgeted in the Application <sup>3</sup>	Number of Passings with Speeds at 10/1 or below in Project Area <sup>4</sup>
Residential	5593	5593	0	657
Businesses (non-home based)	301	301	0	35
Businesses (home-based)	0	0	0	0
Community Anchors	28	28	0	3
Non-residential	164	164	0	19
<b>Total</b>	6086	6086	0	714

**Note:** The Total Number of Passings **MUST** be equal to the Residential, Business (non-home based), Non-residential and Community Anchors sum.

**Note:** Do not include passings in RDOF awarded areas that were awarded to the co-applicant; these passings should be included in the RDOF Passings Form. Passings included in this application in RDOF awarded areas that were not awarded to the co-applicant, unless successfully challenged, are considered unserved and should be counted as passings in this form.

<sup>1</sup>The total number of structures in the project area that can receive service. See definition of passing below for more detail.

<sup>2</sup>The number of structures in the project area that will not require special construction costs to provide service to. These passings fall within the broadband provider's standard service connection drop length and do not require nonstandard equipment or any additional fees above normal service connection fees required to provide broadband access to a premise.

<sup>3</sup>The number of structures in the project area with all construction costs budgeted in the application. These passings will not require any additional special construction costs beyond those budgeted for in the VATI application.

<sup>4</sup>The number of structures in the project area that do not have access to internet at speeds of at least 10 mbps download and 1mbps upload.

## Definitions

**Passing** – any structure that can receive service. Multi-unit structures may be counted as more than 1 passing, provided individual connections and account are planned at that structure.

**Business** – An organization or entity that provides goods or services in order to generate profit. Businesses based in residential homes can count if they are a registered business (BPOL, LLC, etc.).

**Community Anchor** - schools, libraries, medical and health care providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, unemployed, and the aged.

**Non-Residential Passing** – places of worship, federal, state, or local facilities or other potential customers that are neither a residence, business or a community anchor as defined above.

## 2022 Virginia Telecommunication Initiative (VATI) Passing Form

Spotsylvania County's GIS Division does not maintain any layers related to internet speeds; however, in accessing the U.S. Department of Commerce's National Telecommunications and Information Administration's Indicators of Broadband Need map, located at: <https://broadbandusa.maps.arcgis.com/apps/webappviewer/index.html?id=ba2dcd585f5e43cba41b7c1ebf2a43d0>, the County was able to download the following information for the census tracts associated with the proposed project:

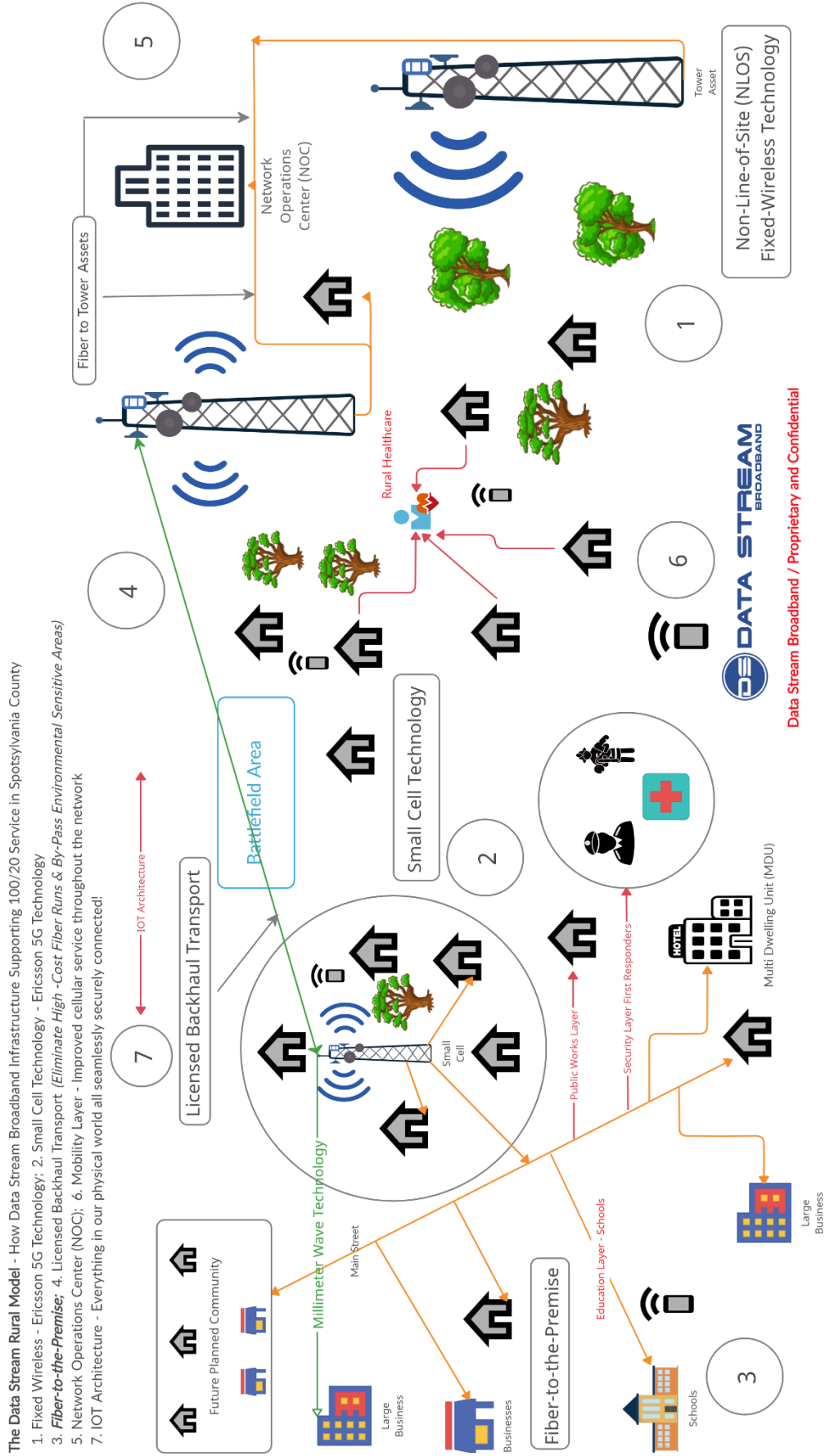
Geographic Identifier - FIPS Code	Name	State	County	Total Households	Percent of Households with No Internet Access
51177020104	Census Tract 201.04	Virginia	Spotsylvania County	1494	3.1
51177020113	Census Tract 201.13	Virginia	Spotsylvania County	1450	8.6
51177020205	Census Tract 202.05	Virginia	Spotsylvania County	2173	6.2
51177020310	Census Tract 203.10	Virginia	Spotsylvania County	1474	12.3
51177020311	Census Tract 203.11	Virginia	Spotsylvania County	1898	13.5
51177020403	Census Tract 204.03	Virginia	Spotsylvania County	1245	19.8
51177020404	Census Tract 204.04	Virginia	Spotsylvania County	1198	19.7
51177020405	Census Tract 204.05	Virginia	Spotsylvania County	1229	14.5
51177020406	Census Tract 204.06	Virginia	Spotsylvania County	1165	11.8
51177020407	Census Tract 204.07	Virginia	Spotsylvania County	1936	7.9
<b>AVERAGE</b>					<b>11.74</b>

Based on the average of 11.74% for this area, we estimated on the passing form that at least 11.74% of the passings for the proposed area have speeds at 10/1 or below in the project area.

Type of Passings	Number	Number of Passing with Speeds at 10/1 or below in Project Area
Residential	5593	657
Businessses (non-hc	301	35
Businessses (home-b	0	0
Community Anchor	28	3
Non-residential	164	19
<b>TOTAL</b>	<b>6086</b>	<b>714</b>

The co-applicant for this project, DataStream, ran an analysis of a similar hybrid deployment for Fauquier County with a similar geographical rural size and determined that approximately 12% of their subscribers have 10/1 Mbps service.

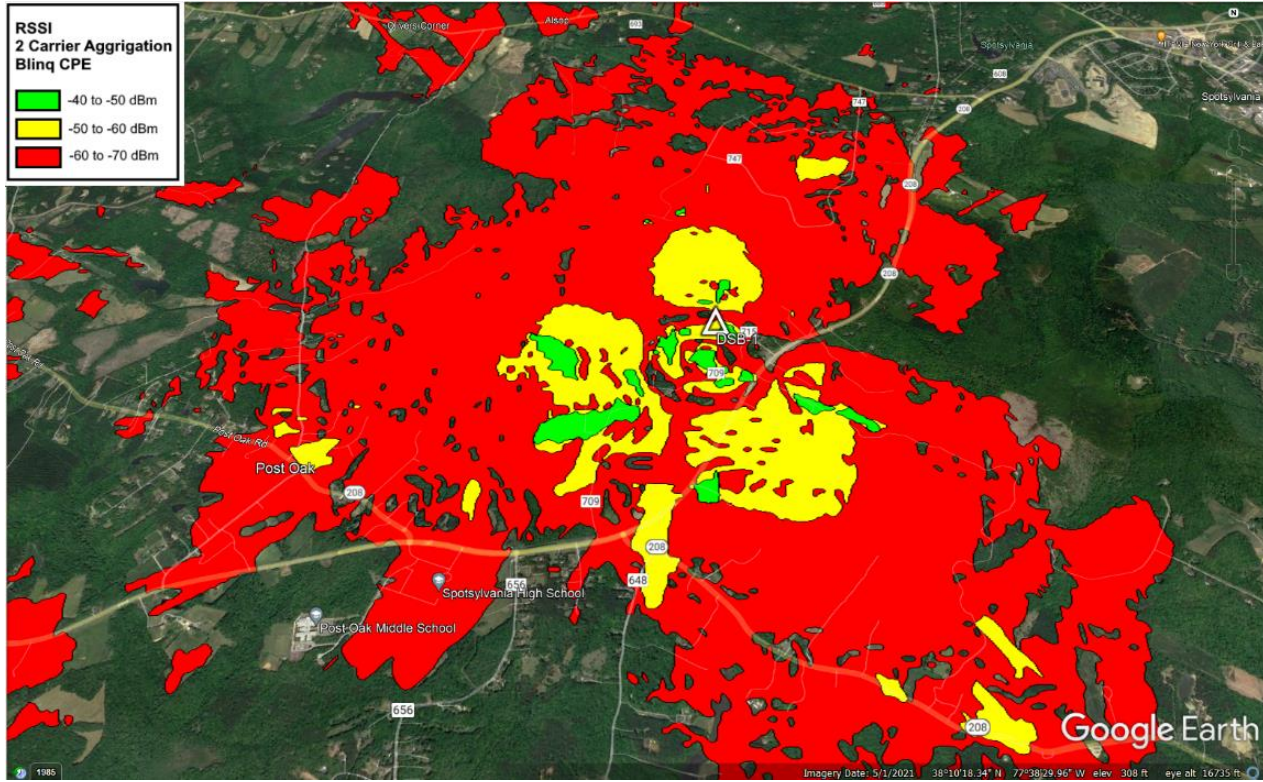
# Data Stream Technology 5G Hybrid Infrastructure Map Berkeley & Livingston Districts



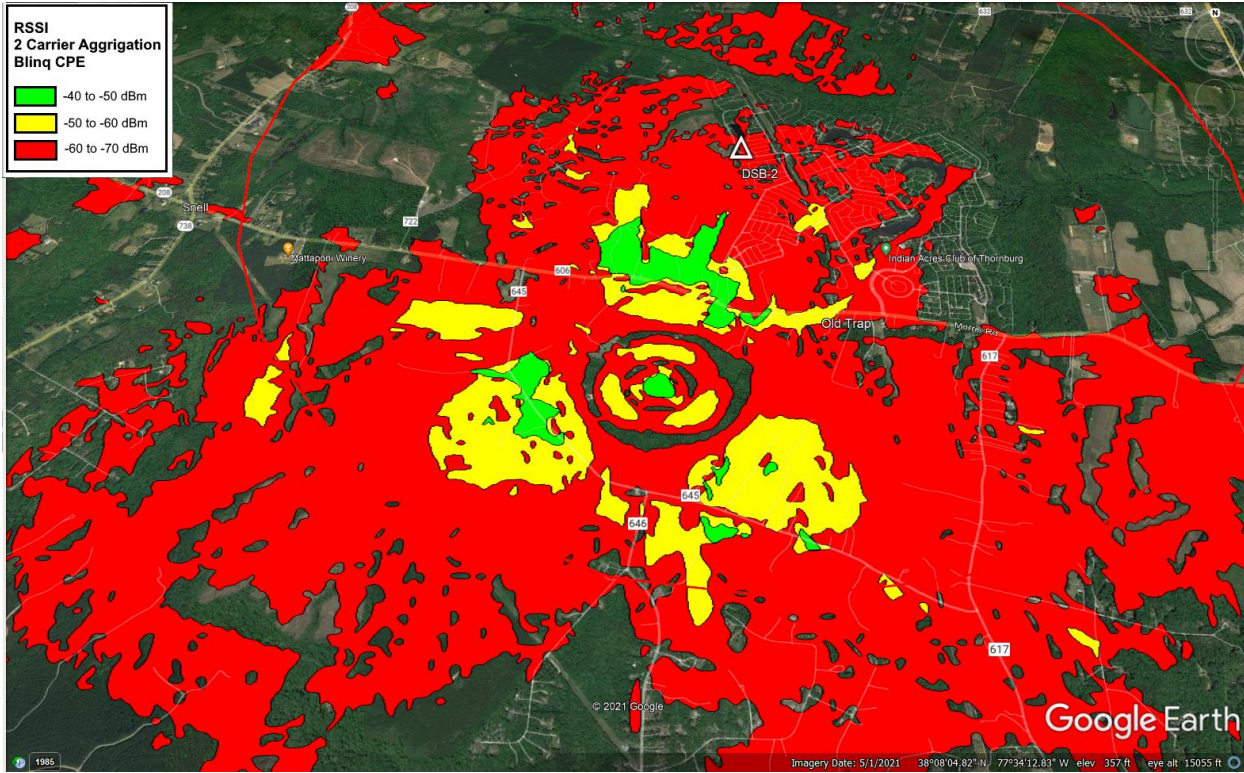
# New Site Propagation Maps

- Legend:**
- 40 to -50 dBm
  - 50 to -60 dBm
  - 60 to -70 dBm

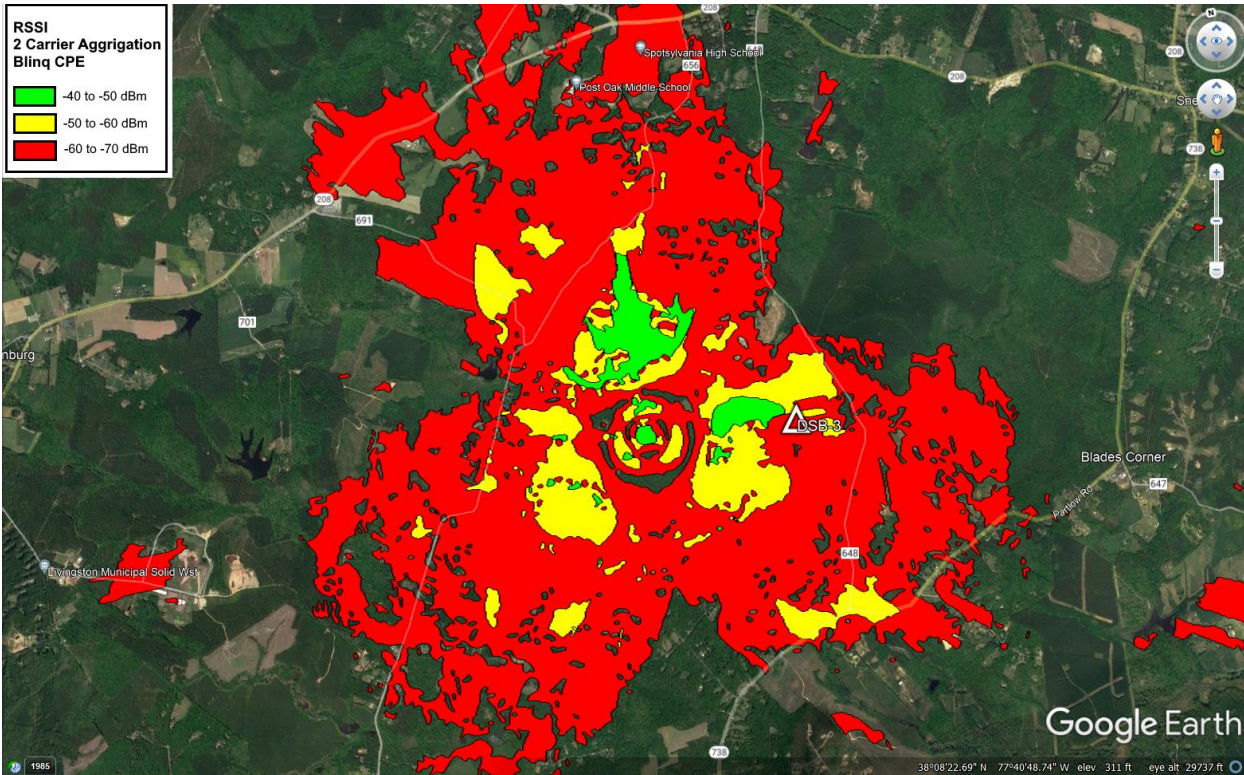
**DSB-1 38.17592608, -77.636121**



## DSB-2 38.15231192, -77.561714

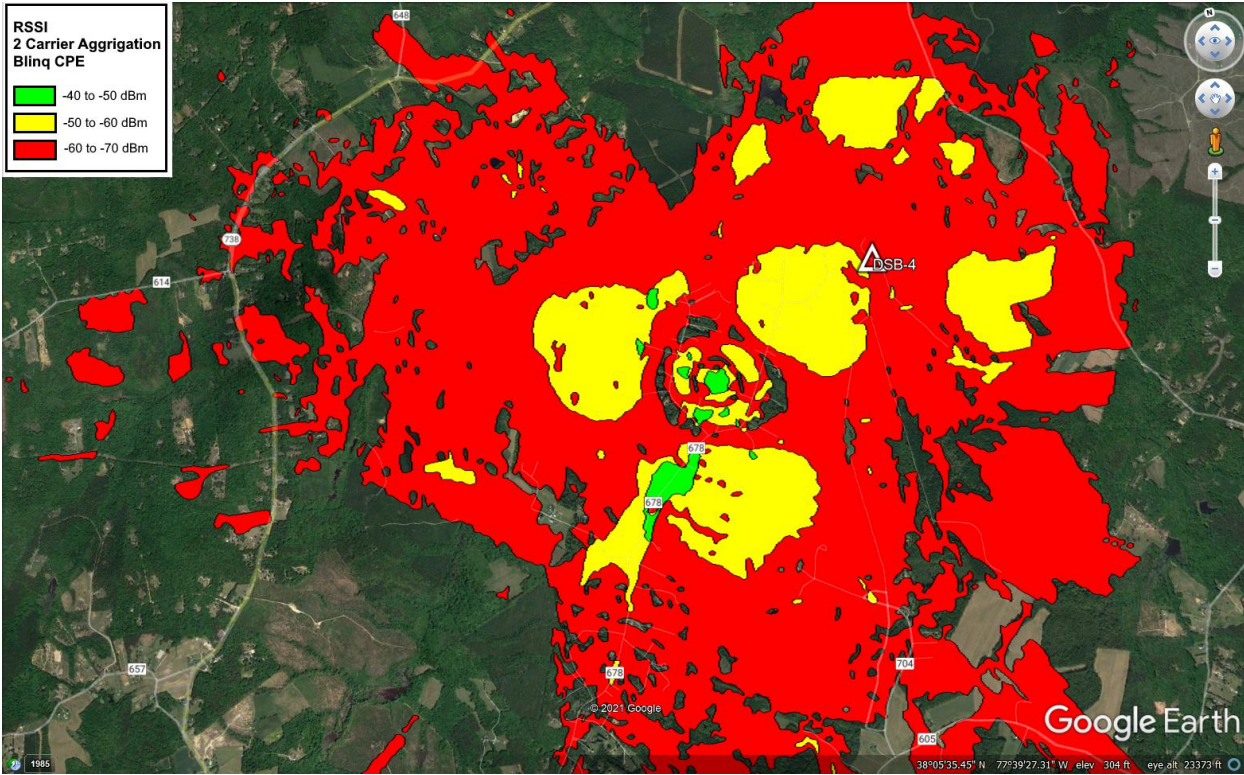


## DSB-3 38.12939708, -77.64578

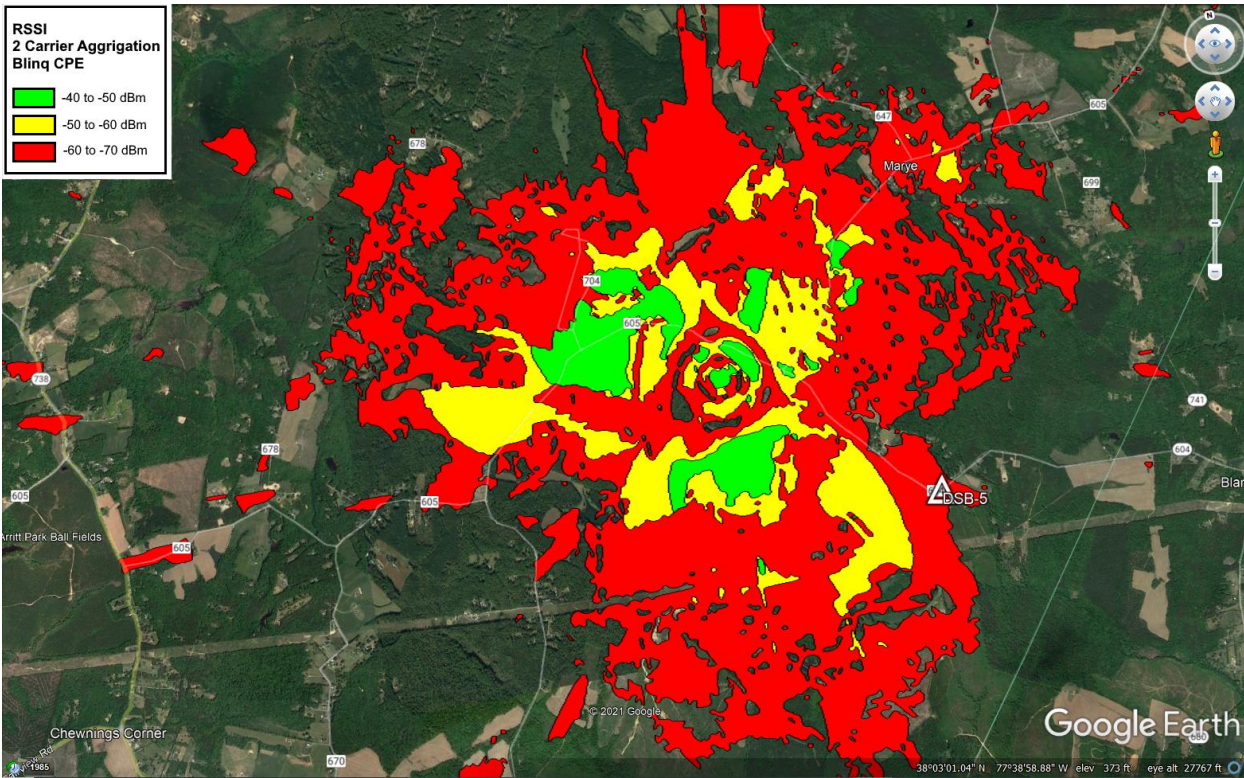




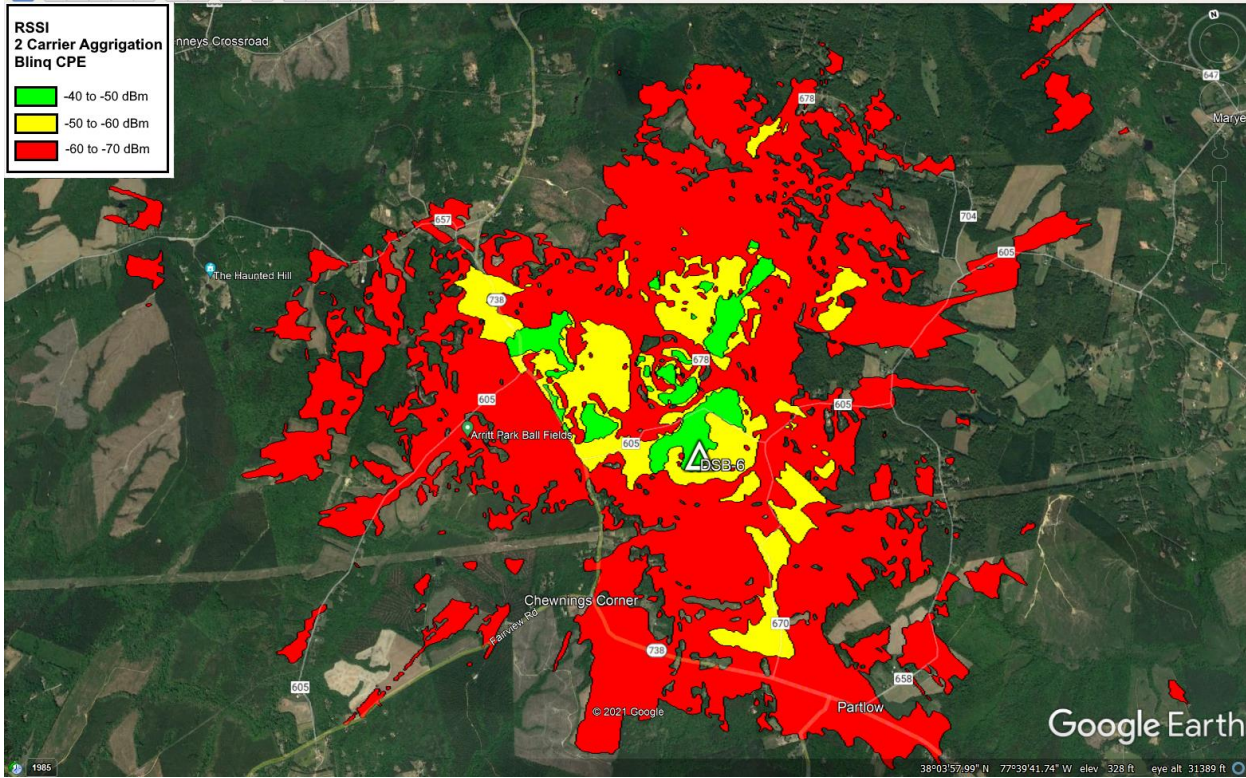
### DSB-4 38.09854308, -77.611497



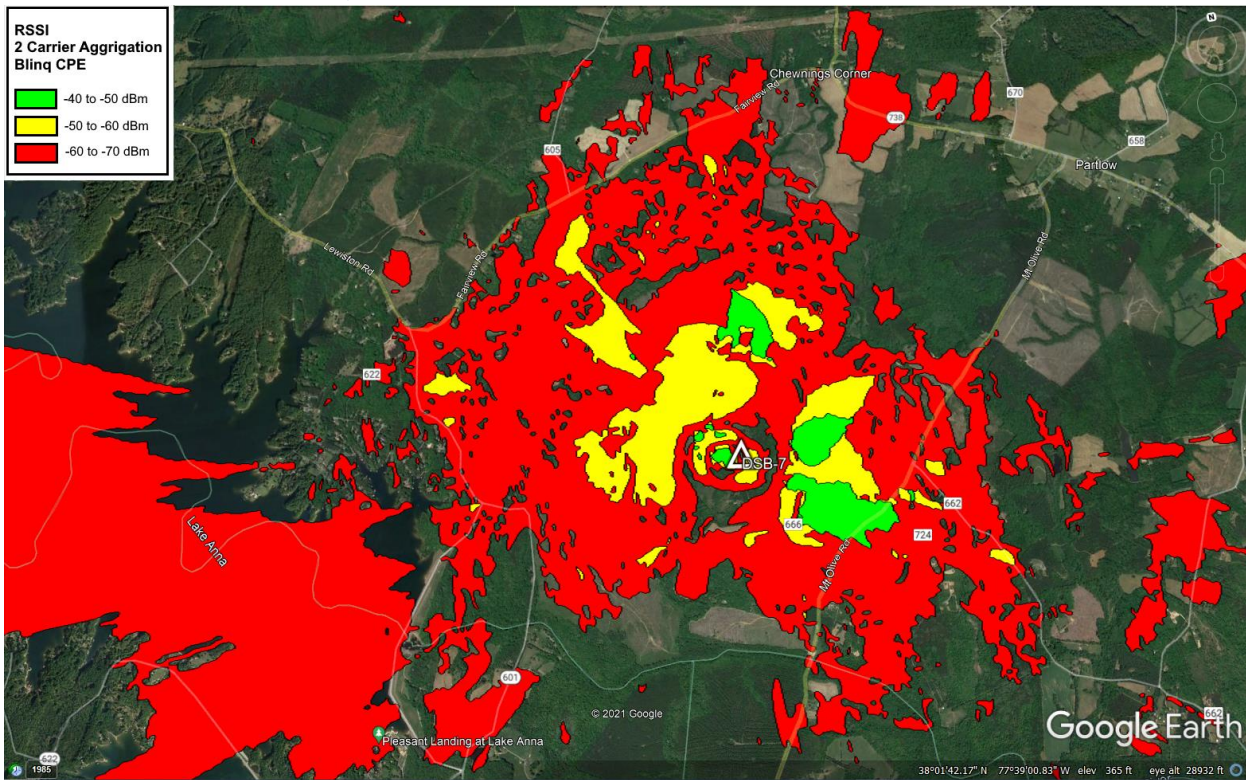
### DSB-5 38.05544808, -77.588902



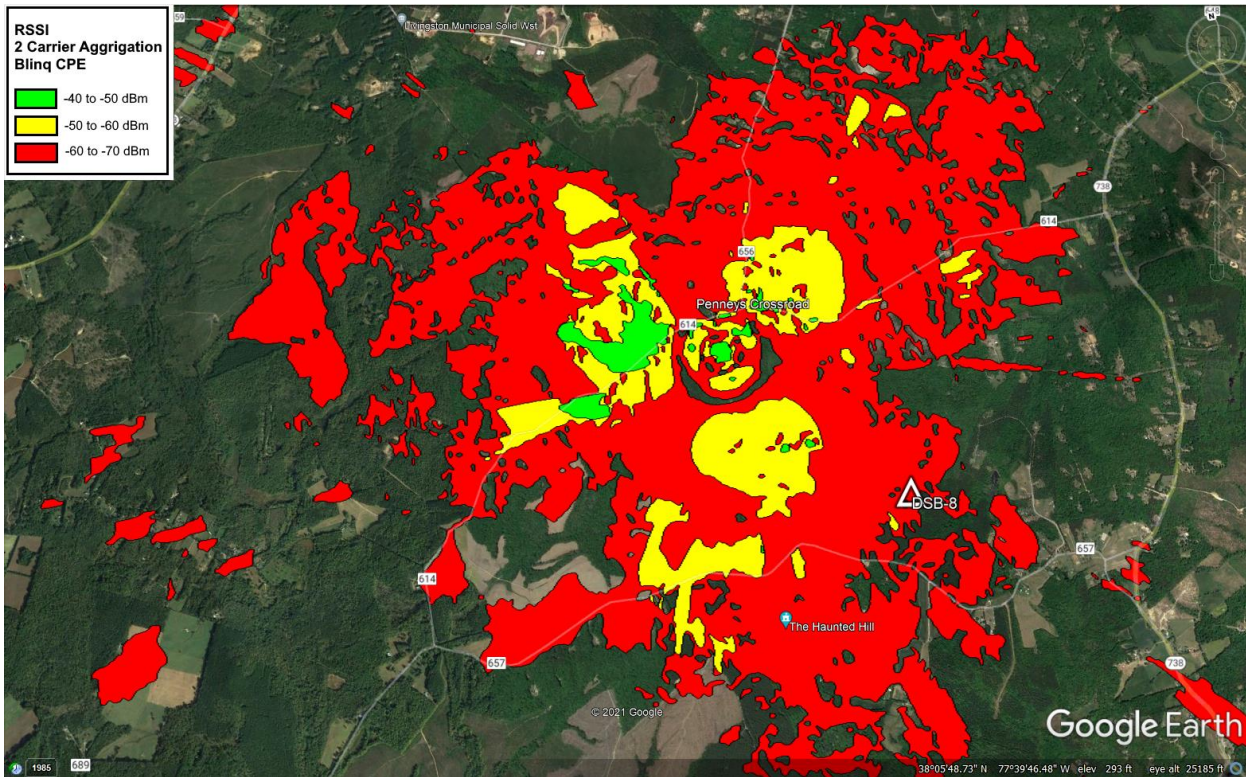
## DSB-6 38.05940708, -77.648896



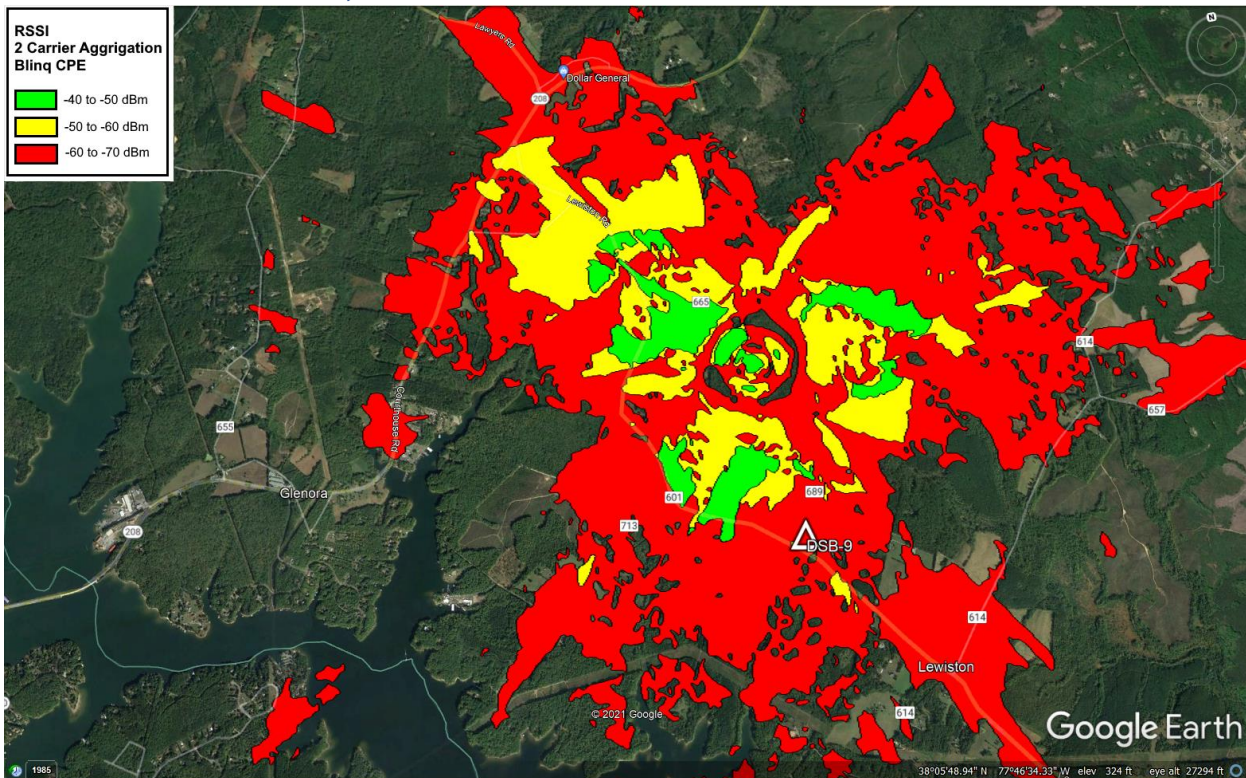
## DSB-7 38.02139308, -77.679282



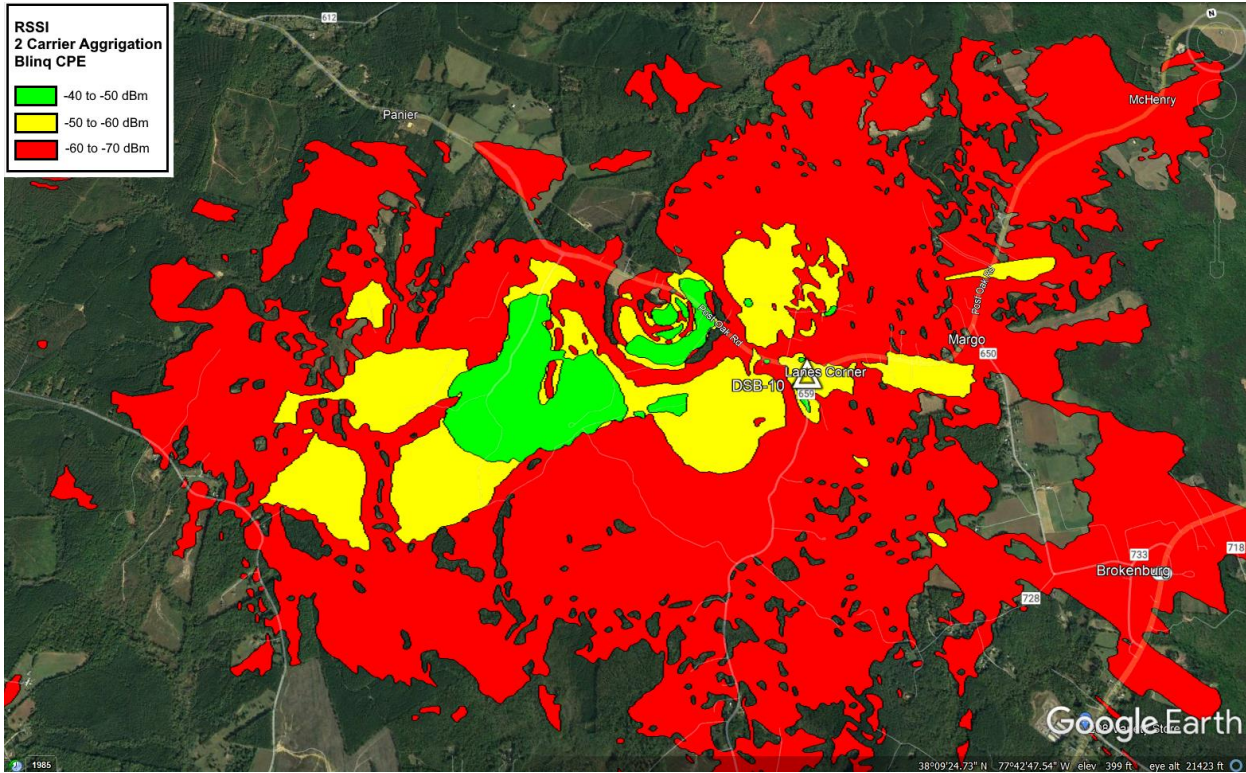
## DSB-8 38.08840108, -77.68295



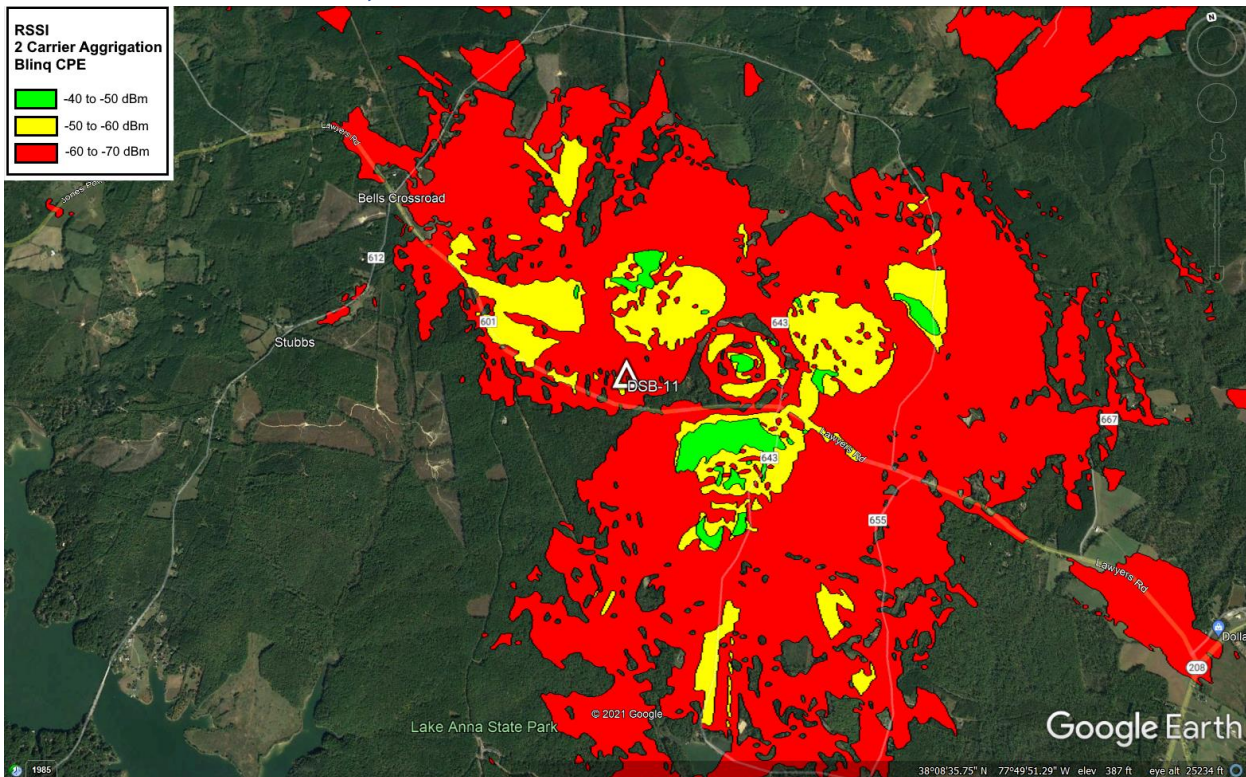
## DSB-9 38.07898008, -77.751628



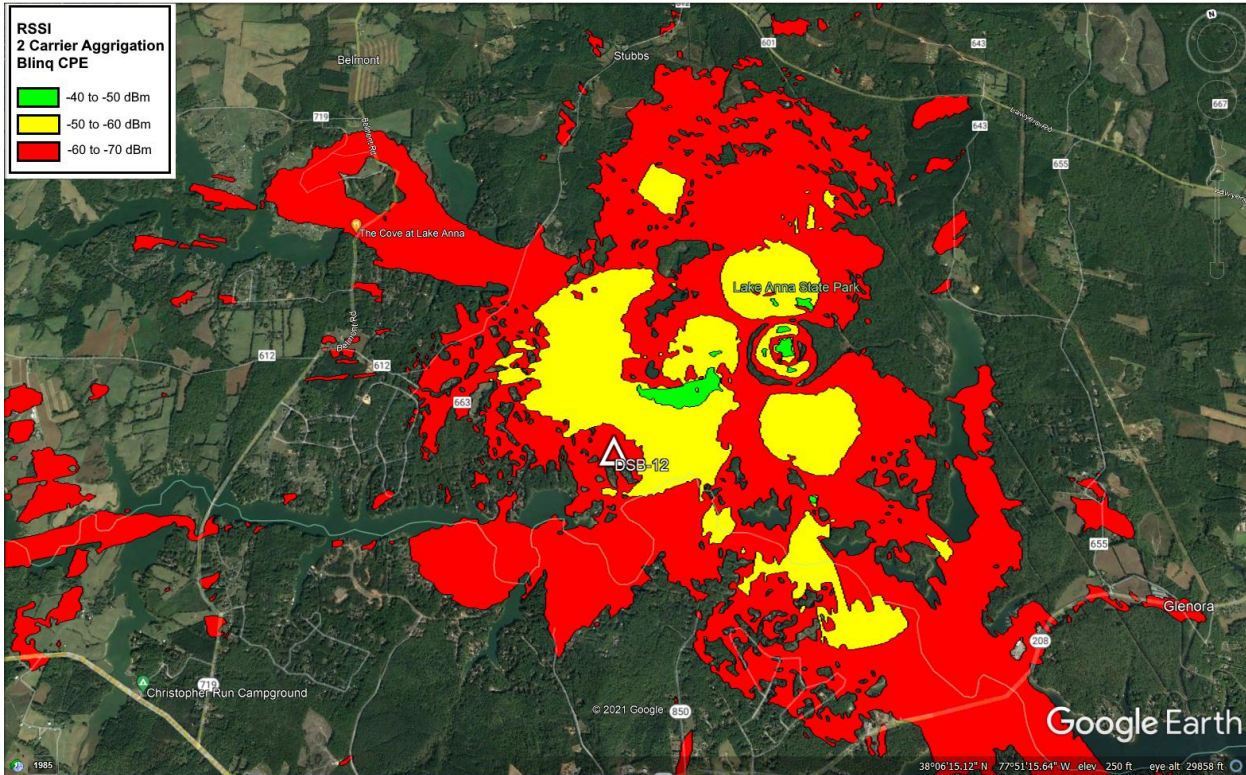
## DSB-10 38.15921908, -77.737403



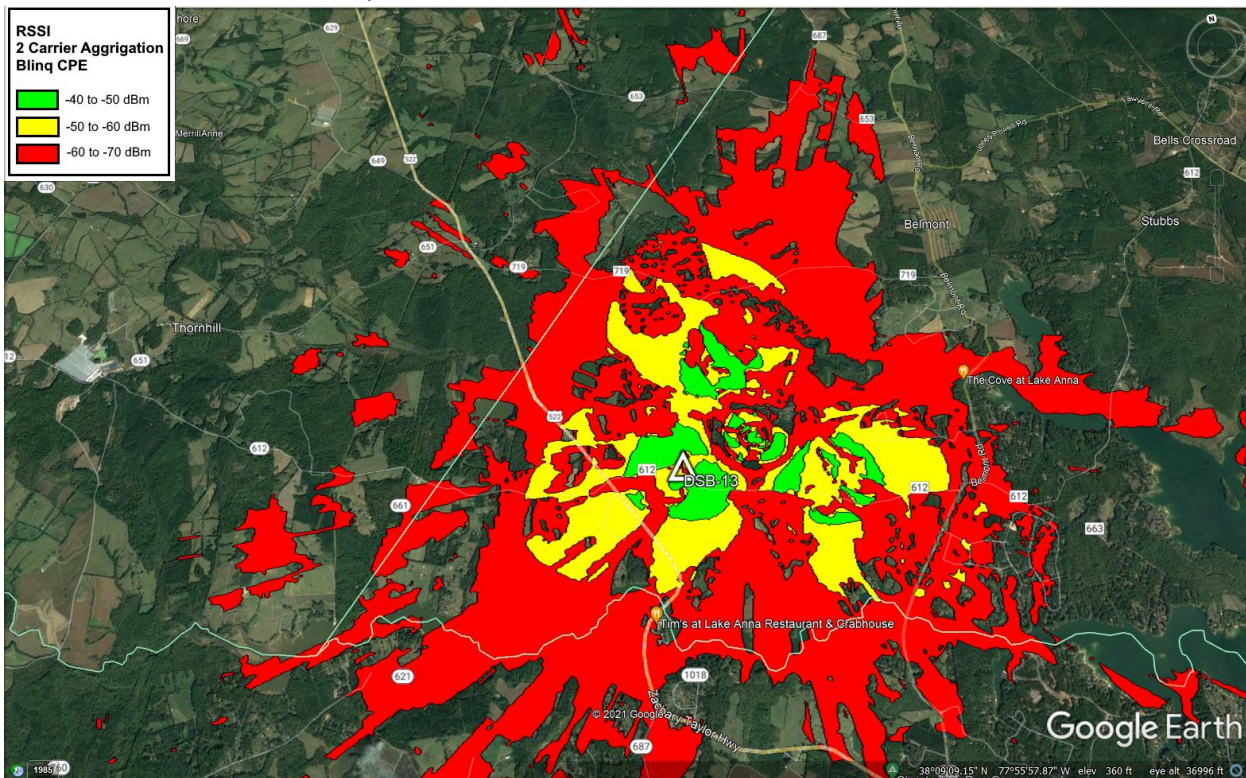
## DSB-11 38.14105308, -77.806254



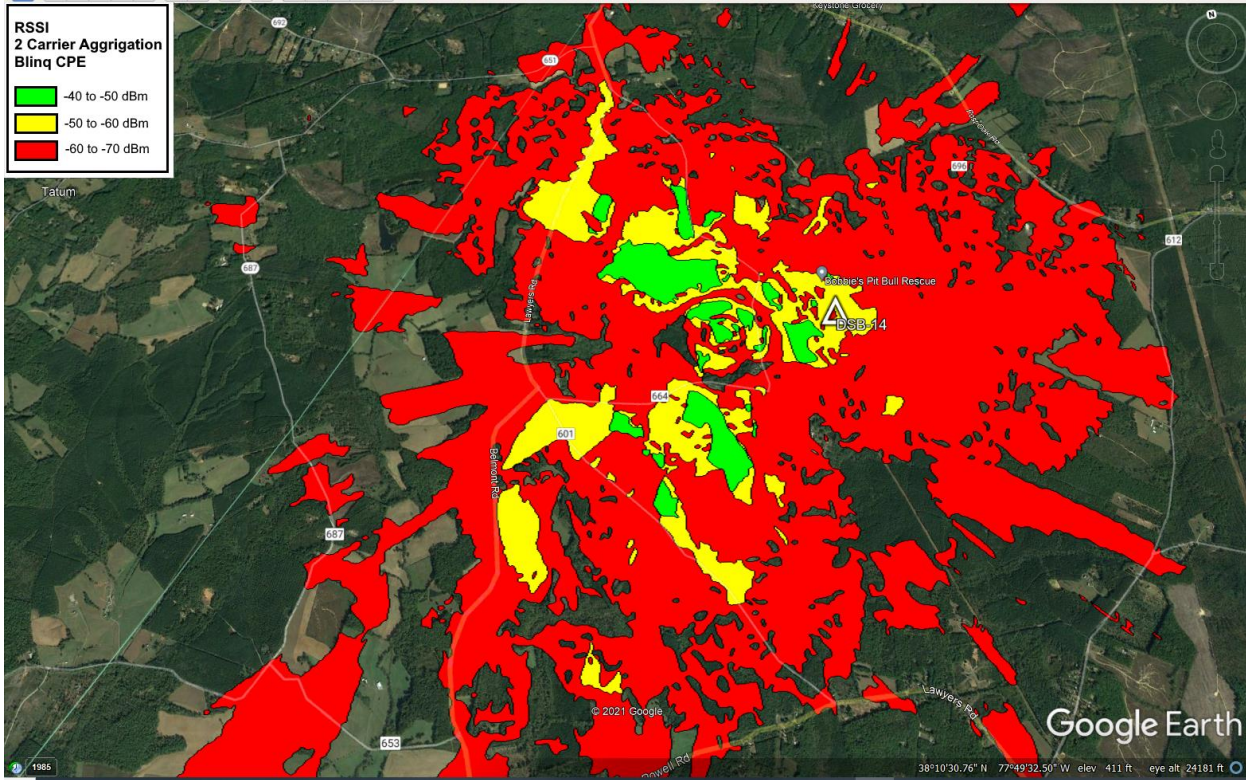
# DSB-12 38.10829808, -77.845256



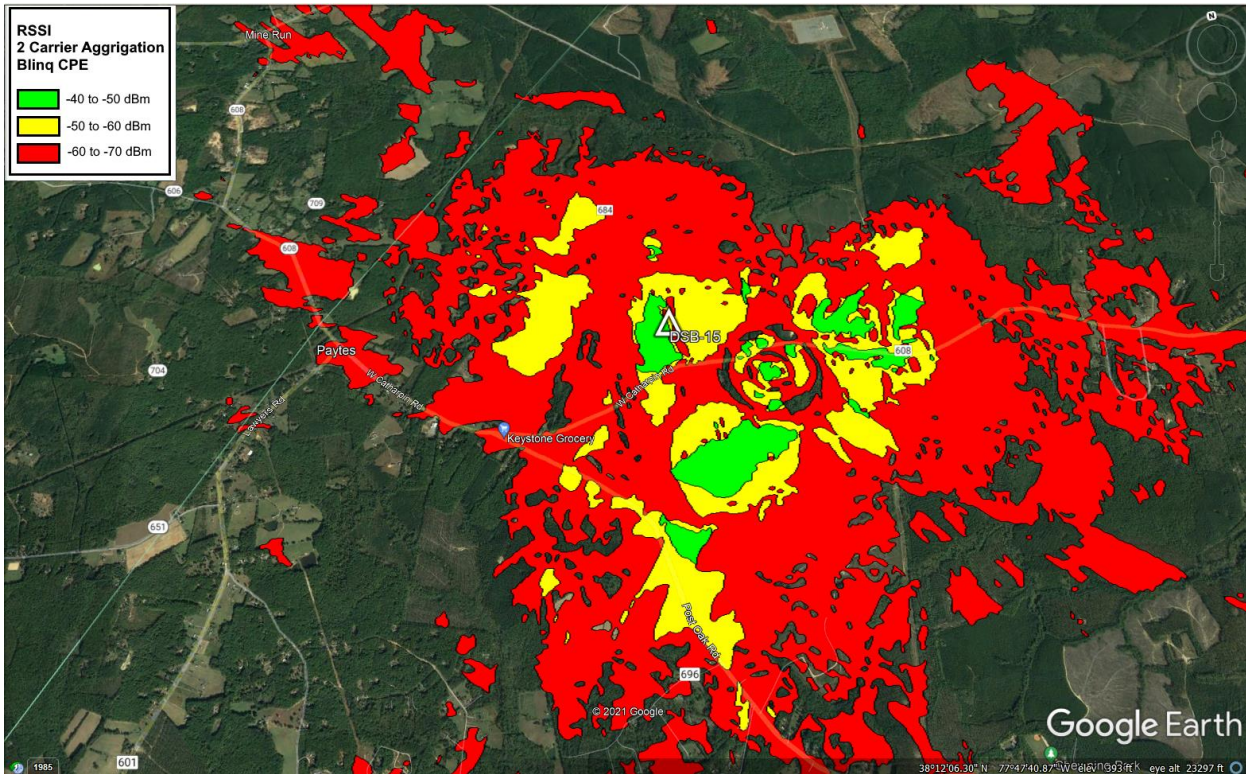
# DSB-13 38.12833208, -77.907858



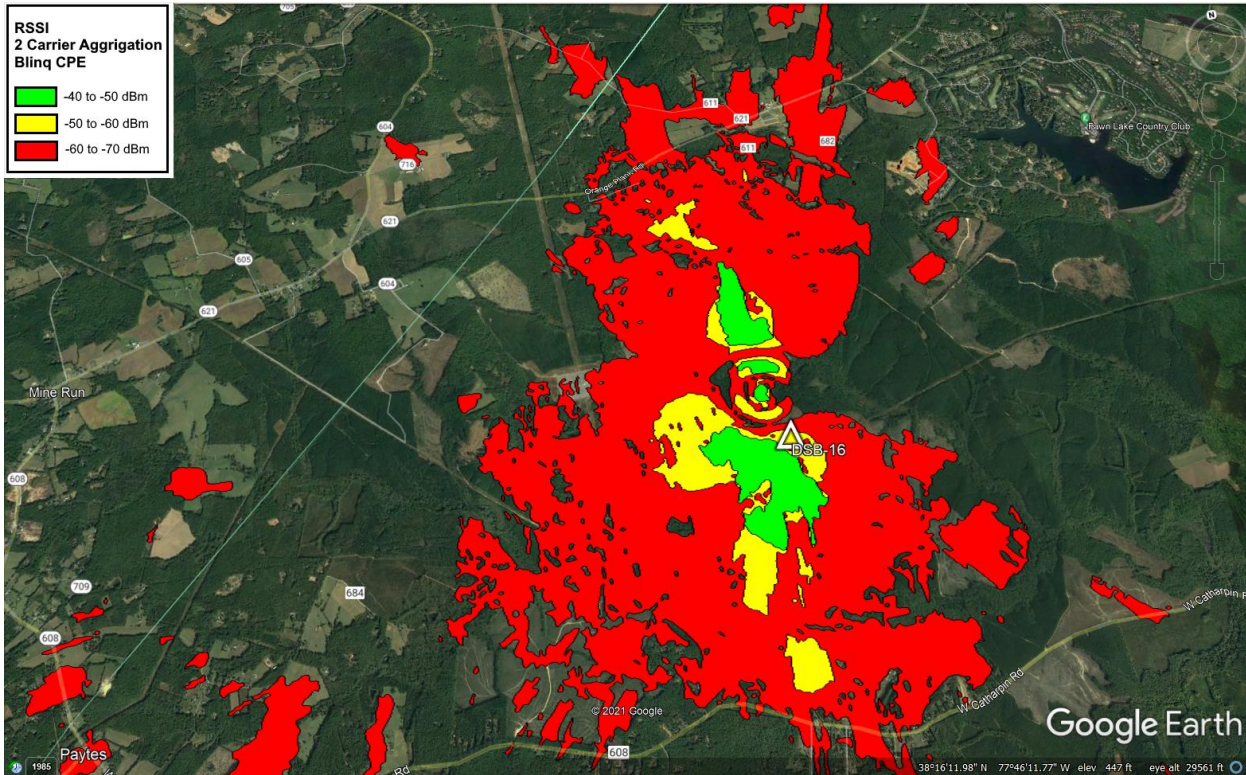
## DSB-14 38.19019308, -77.827421



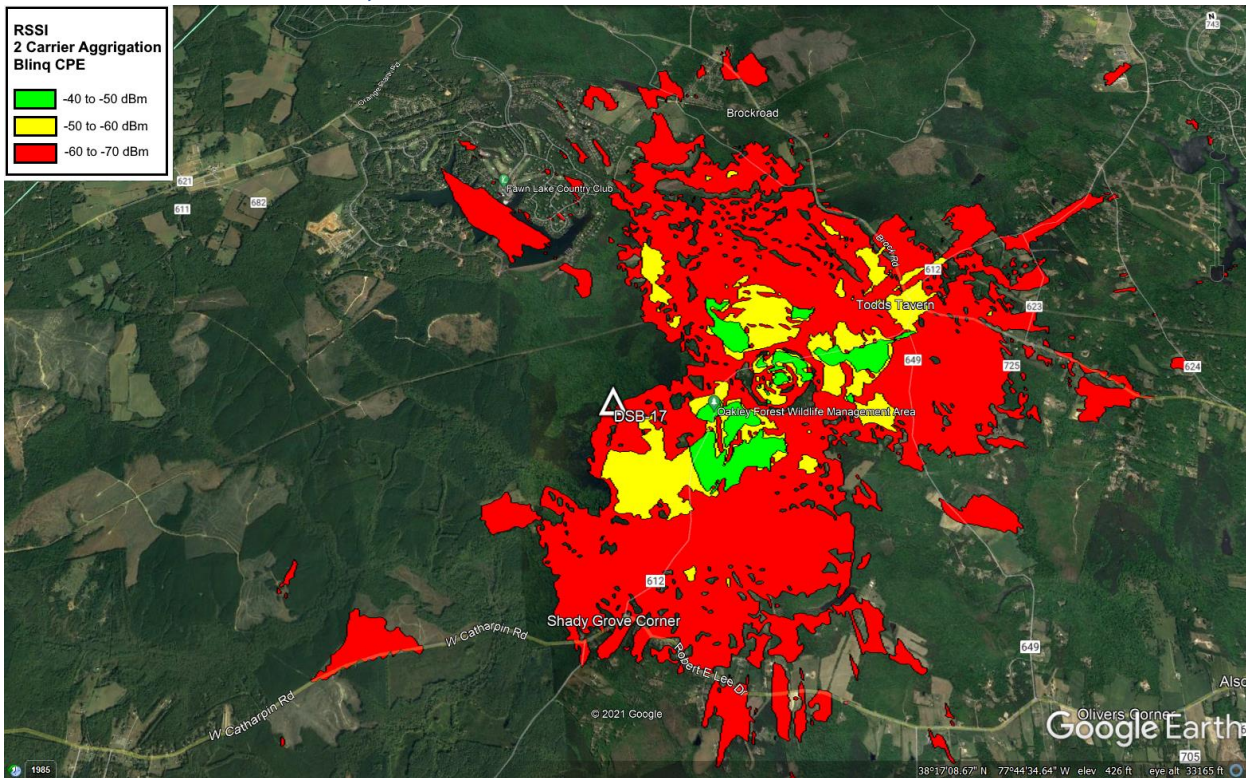
## DSB-15 38.22460592, -77.804746



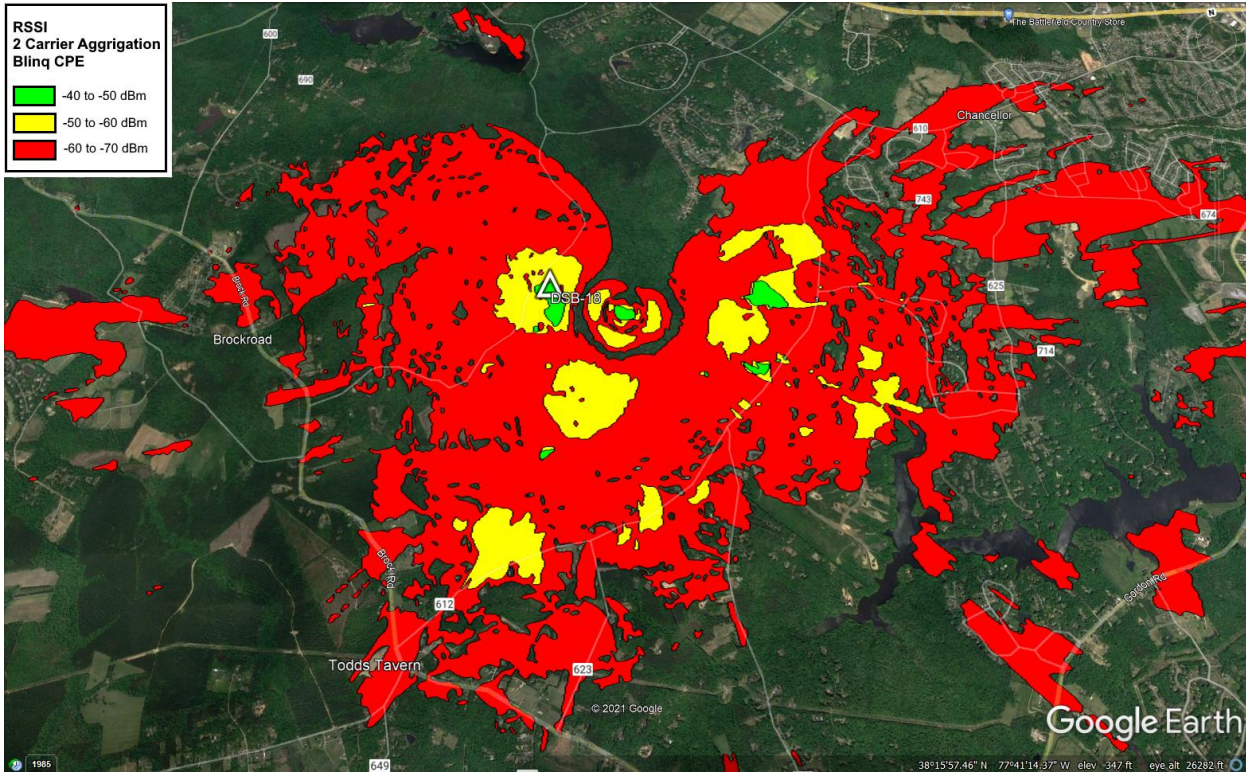
## DSB-16 38.24122092, -77.762429



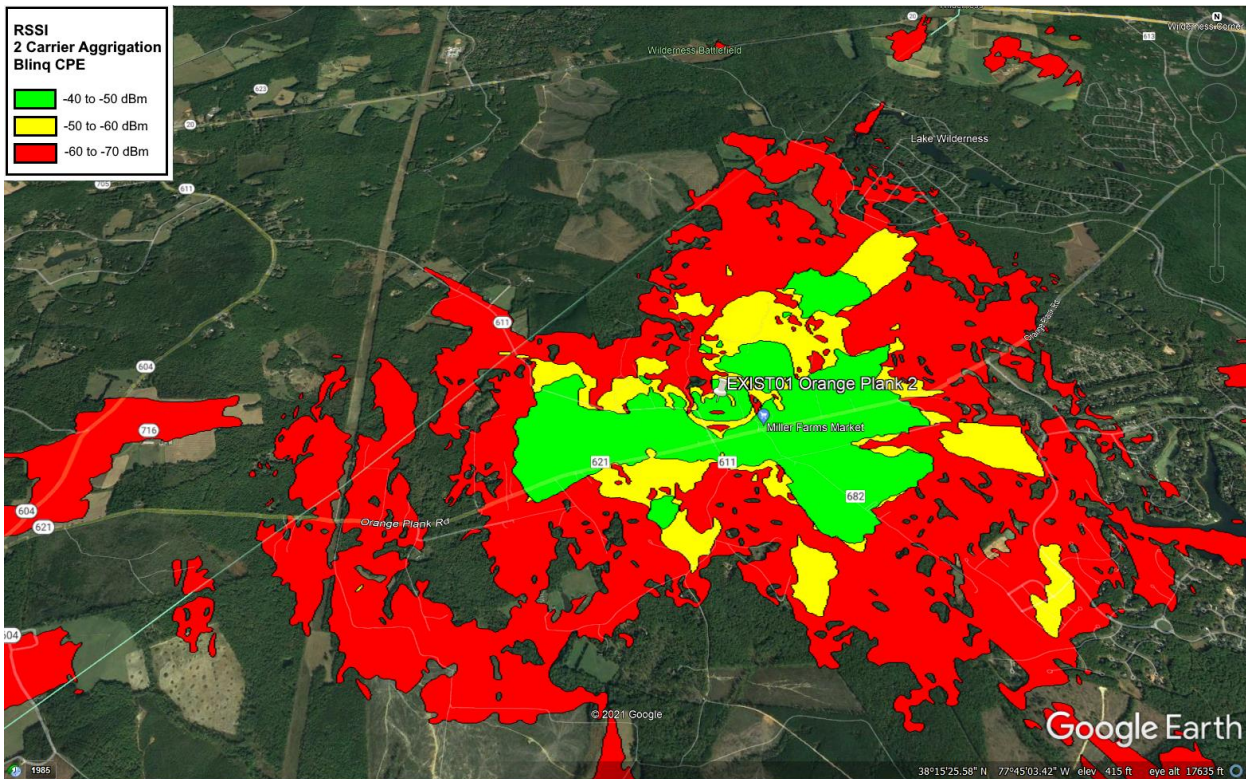
## DSB-17 38.24106708, -77.707666



# DSB-18 38.27333508, -77.650547

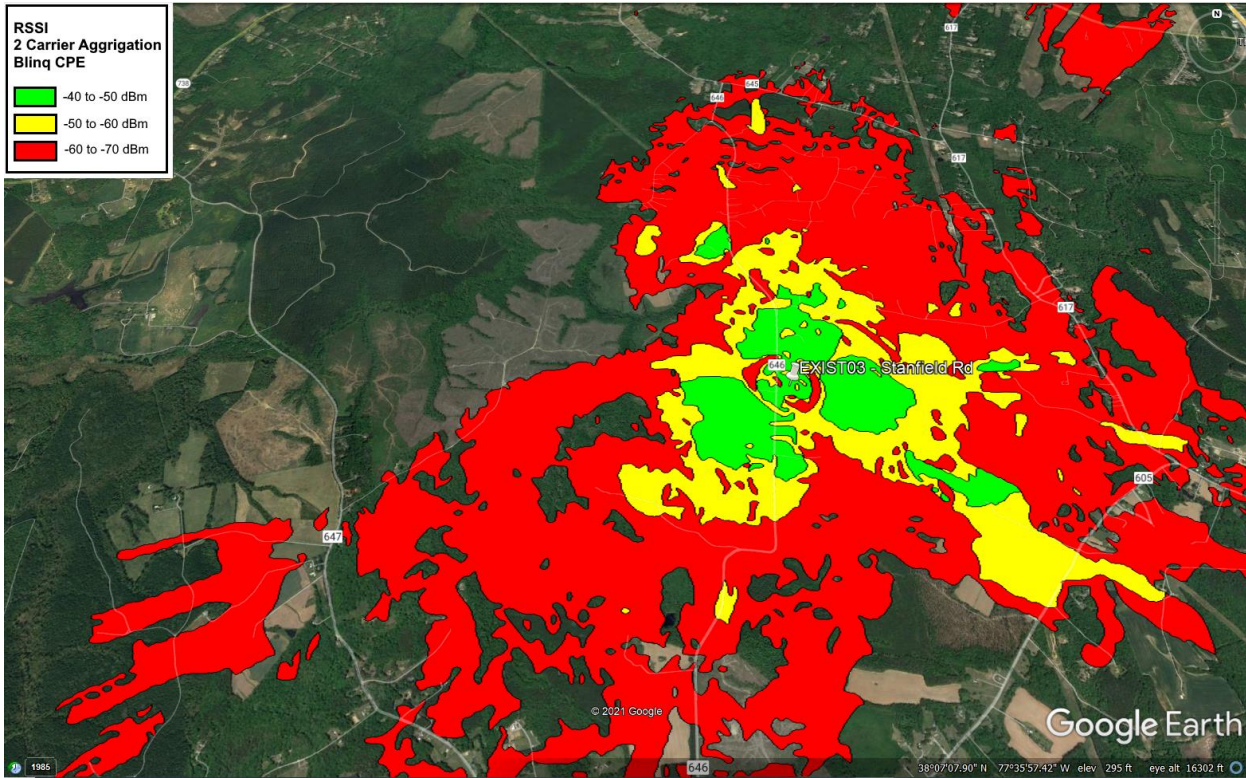


# DSB-Exist-01

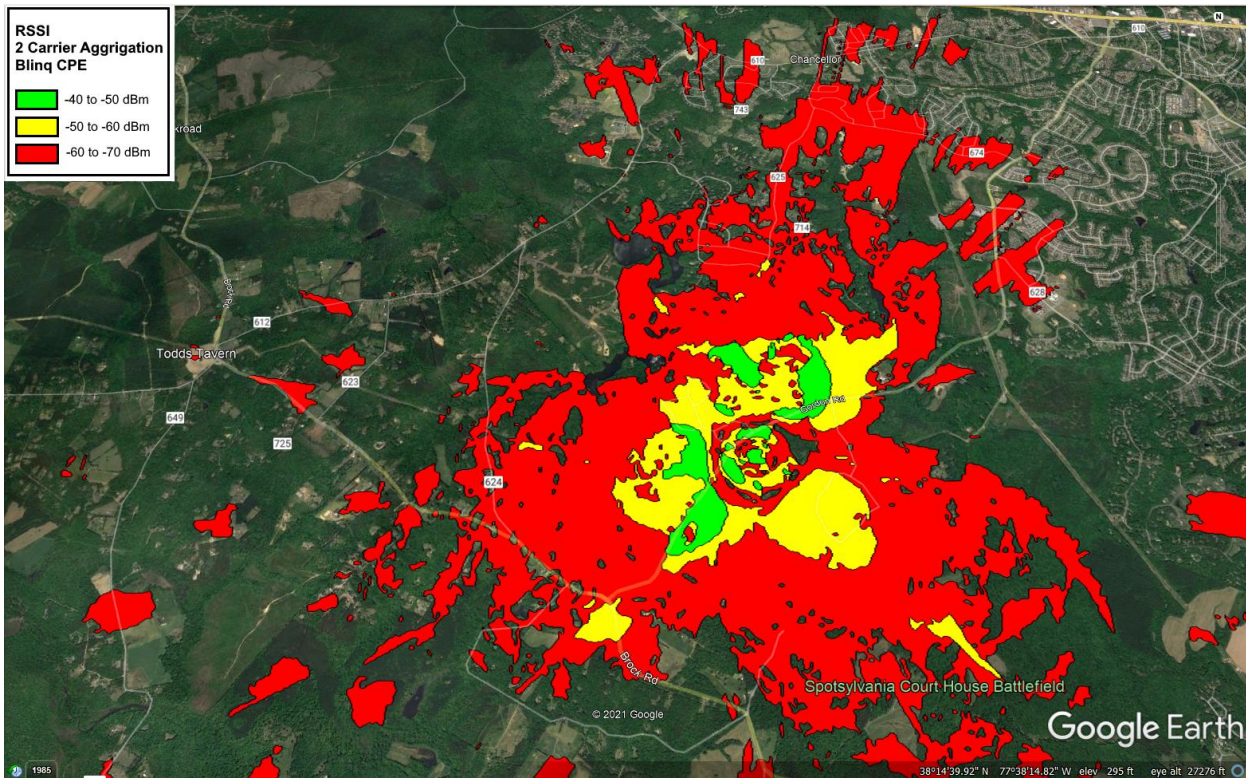




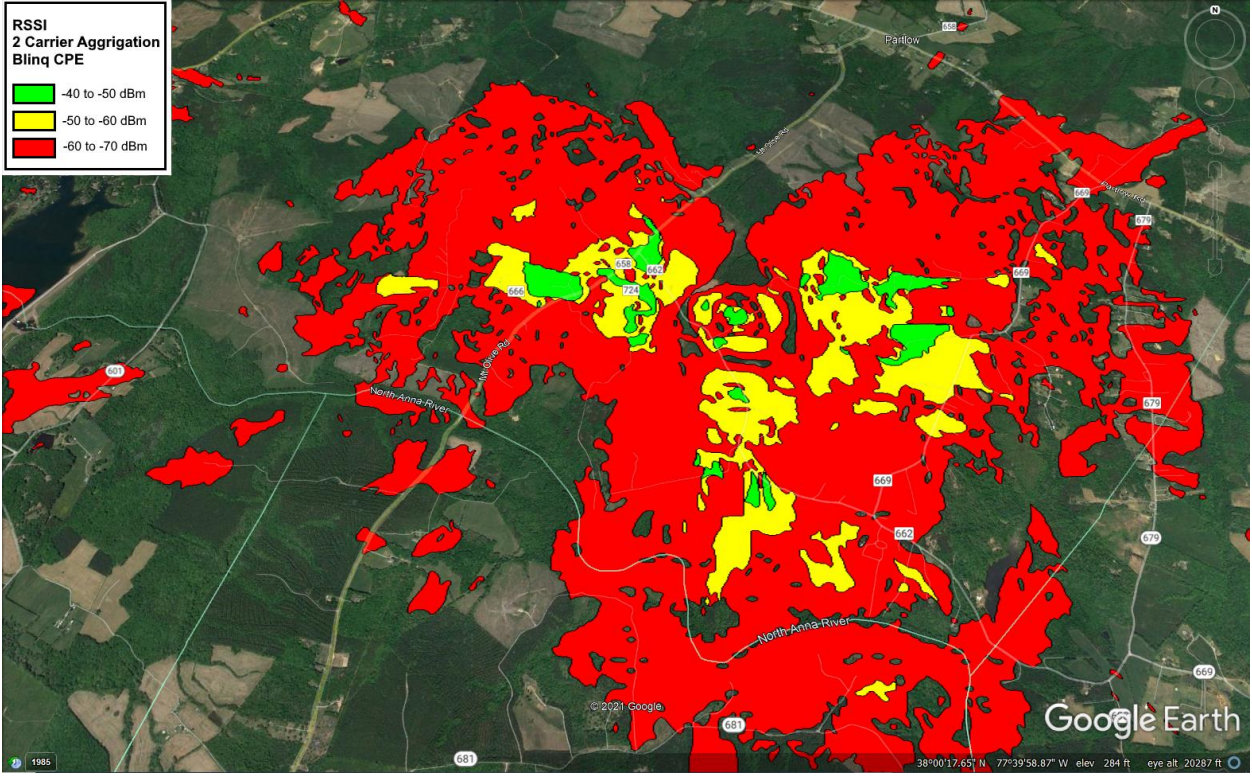
## DSB Exist-03 38.10319, -77.56653



## DSB Exist-02 – TBD



# DSB Exist-04 – TBD





SPOTSYLVANIA COUNTY  
CONTRACT AGREEMENT  
FOR GOODS AND SERVICES  
Contract #21-30-TV

THIS AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and, DATA STREAM BROADBAND CORPORATION, a Virginia Corporation ("CONTRACTOR"), in good standing and duly licensed to do business in the Commonwealth of Virginia.

WITNESS:

WHEREAS, the COUNTY desires to obtain Broadband Expansion Services for Spotsylvania County; and

WHEREAS, CONTRACTOR desires to provide Broadband Expansion Services to Spotsylvania County.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises stated in this Agreement, the COUNTY and CONTRACTOR agree as follows:

ARTICLE 1

CONTRACT DOCUMENTS:

1.1. The documents listed in Section 1.2 of this Article shall constitute the Contract Documents (“Contract Documents”). These Contract Documents shall represent the entire agreement and understanding between the parties. Any oral or written understanding not incorporated in these Contract Documents is not binding on either party. These Contract Documents shall be amended only by written instrument signed by both parties. The Contract Documents are presented in descending order of priority with the first document listed being of the highest priority and governing over subsequently listed documents, in case of ambiguity. In the case of conflict between the Contract Documents, or provisions therein, the most exacting performance standard shall be undertaken.

1.2. The Contract Documents consist of:

1. Spotsylvania County Contract Agreement for Goods and Services, #21-30-TV between COUNTY and CONTRACTOR; and
2. County of Spotsylvania Request for Proposal (RFP) #21-30-TV for Broadband Expansion Services, dated May 24, 2021; including Attachments A, B, C, D and E; and
3. Addendum #1 to Spotsylvania County RFP #21-30-TV for Broadband Expansion Services, dated May 27, 2021; and
4. Data Stream Broadband Corporation Commitment Letter for Livingston and Berkeley Districts, dated August 19, 2021; and
5. Data Stream Technology 5G Hybrid Infrastructure Map Berkeley & Livingston Districts to include Build and Deployment Plans; and
6. Email from Charles Thomas of Data Stream Broadband Corporation to Jane Reeve, dated August 20, 2021 attaching the revised Appendix F Plans and Pricing; and
7. Email from Charles Thomas of Data Stream Broadband Corporation to Toni Vaughan, dated June 22, 2021, including clarification and updated Appendices A, B, F, J and I; and
8. Email from Charles Thomas of Data Stream Broadband Corporation to Toni Vaughan and Annette D'Alessandro, dated September 9, 2021, confirming equipment's ability to scale; and
9. Data Stream Broadband Corporation's Proposal Response, signed and dated on June 1, 2021, submitted in response to RFP #21-30-TV.

1.3. It is the intent of the Contract Documents to describe a functionally complete and whole understanding to be constructed in strict accordance with the Contract Documents. Any labor, services, documentation, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided by the CONTRACTOR without increase in the contract price or contract timelines whether or not specifically called for.

## ARTICLE 2

### THE WORK AND AGREEMENT TERM LIMITS:

2.1. CONTRACTOR shall provide all project management, supervision, labor, materials, tools, equipment, machinery, fuel, insurance, personnel and any additional services necessary to provide broadband expansion services as specified herein. The County reserves the right to add additional locations as needed throughout the contract period as set forth in the contract documents. The CONTRACTOR shall possess and maintain all state and federal licenses as required to perform work under this contract for the duration of the contract. The CONTRACTOR shall supply a copy of such license and all subsequent renewals for the full term of the contract to the COUNTY.

2.2. This Agreement shall have an initial term from date of award through eighteen (18) months and may be renewable for four (4) additional one (1) year terms at the option of Spotsylvania County. Prices shall remain fixed during the initial term of the contract. Price increases may be negotiated only at the time of renewal. If Spotsylvania County elects to exercise the option to renew the contract for an additional one-year period, the contract price for the additional one year shall be agreed upon in writing by both parties.

## ARTICLE 3

### DATES OF COMMENCEMENT

3.1. The date of commencement shall be concurrent with the execution of this Agreement.

3.2. Time is of the essence.

3.3. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry-wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action or labor conditions. In the case of an industry wide material shortage, the CONTRACTOR shall provide to the COUNTY within 24 hours of CONTRACTOR'S determination that there exists an industry-wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, contractors and/or retailers from

which CONTRACTOR has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by CONTRACTOR to obtain said materials; 4) a written statement, signed by an authorized representative of CONTRACTOR, that CONTRACTOR has used due diligence to secure said materials in the most expeditious manner; and, 5) a written time frame in which CONTRACTOR anticipates that it will obtain said materials. The County, or its authorized representative, must concur that there is an industry-wide shortage of the specific material so identified by CONTRACTOR.

#### ARTICLE 4

##### CONTRACT PRICE AND TERMS OF PAYMENT:

4.1. The COUNTY shall pay for services out of appropriated funds and the COUNTY's performance under these Contract Documents is expressly subject to appropriation of funds by the Board of Supervisors.

4.2. The total project cost for the entire County is estimated at \$42,309,031.00. The total project cost for the initial focus areas of Berkeley and Livingston is estimated at \$25,178,063.00. The final project total shall be based on the amount of grant or other available funding available to the COUNTY. The County plans to seek multiple grant opportunities for this project. If grant funds are not awarded in an amount acceptable to the County, the County is not obligated to provide any funding towards the project.

4.3. The CONTRACTOR agrees to pay an estimated 15.96% of the total project cost towards the broadband project for the initial focus areas of Livingston and Berkeley Districts and agrees to commit in-kind contributions of \$1,500,000.00 of consumer premises equipment (CPE) and a cash contribution of 10% of the project cost totaling \$2,517,806.00, making a total contribution of \$4,017,806.00.

4.4. The COUNTY reserves the option to commit to additional matching contributions, both in-kind as well as monetary contributions, if it is in the best interest of the County. The County will not own or operate the network. The County's role is to facilitate the creation of the network and to ensure that awarded projects meet deadlines and agreed-upon broadband speeds

and quality levels.

4.5. The CONTRACTOR agrees to offer the following monthly pricing to subscribers once services are fully operational:

<b>Data Stream Services – Monthly Pricing</b>		
<b>Residential Internet</b>		
<b>DSBB 25</b>	<b>Internet Service Up to 25/3 Mbps</b>	<b>\$ 89.99</b>
<b>DSBB 50</b>	<b>Internet Service Up to 50/5 Mbps</b>	<b>\$129.99</b>
<b>DSBB 75</b>	<b>Internet Service Up to 75/5 Mbps</b>	<b>\$179.99</b>
<b>Professional Service Plan</b>		
<b>DSBB 100</b>	<b>Internet Service Up to 100/20 Mbps</b>	<b>\$199.99</b>
<b>DSBB 125</b>	<b>Internet Service Up to 100/20 Mbps</b>	<b>\$229.99</b>
<b>Business Service Plan</b>		
<b>DSBB 150</b>	<b>Internet Service Up to 150/20 Mbps</b>	<b>\$259.99</b>
<b>DSBB 200</b>	<b>Internet Service Up to 200/20 Mbps</b>	<b>\$289.99</b>

4.6. Pursuant to Section 2.2-4354 of the Code of Virginia (1950, as amended), the CONTRACTOR covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under this Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract Documents performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
3. Pay interest, which shall accrue at the rate of one percent per month unless otherwise provided under the terms of the Contract Documents, on all amounts owed by the CONTRACTOR to any subcontractor that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in Section 4.4., subdivision 1 above; and
4. Include in its contracts with any and all subcontractors the requirements of 1,



2, and 3 above.

4.5. The parties hereby agree that any finance charge lawfully assessable against the COUNTY for failure to pay any payment(s) pursuant to the terms of this Agreement shall not exceed 2% per annum, and shall only accrue from the latest date such payment was due under the applicable provisions of this Agreement.

#### ARTICLE 5

##### RIGHTS AND RESPONSIBILITIES OF CONTRACTOR:

5.1. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its employees, agents, and/or representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its subcontractors or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.

5.2. CONTRACTOR agrees to obtain a business license from the Spotsylvania County Commissioner of Revenue if required by the Code of Virginia (1950, as amended) and/or Spotsylvania County Code and to present such license for inspection by the COUNTY if requested. CONTRACTOR also agrees to maintain as current all required business licenses and permits required by the Commonwealth of Virginia and to present such licenses and permits as may be requested or required by the COUNTY.

5.3. CONTRACTOR shall maintain the following insurance coverage, naming COUNTY as additional insured, during the course of this Agreement, and provide the COUNTY with certificates of insurance for said coverage upon execution of this Agreement:

1. General Liability – in an amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. Coverage should be provided on a per project/per location basis.
2. Automobile Liability Policy – in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for use of hired and non-owned vehicles; and

3. Workers' Compensation – in compliance with all states in which CONTRACTOR does business, including Coverage B Employer's liability in not less than the following amounts:
  - i. Bodily Injury by accident \$100,000 for each accident;
  - ii. Bodily Injury by disease, \$500,000 policy limit; and
  - iii. Bodily Injury by disease, \$100,000 for each employee.

5.4. During the performance of this Agreement, CONTRACTOR agrees that:

1. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR;
  2. It will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and
  3. It will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that such contractor is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement, and CONTRACTOR agrees it will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

5.5. During the performance of this Agreement, the CONTRACTOR agrees to:

1. Provide a drug-free workplace for the CONTRACTOR'S employees and comply with the Federal Drug Free Workplace Act;
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the

- actions that will be taken against employees for violations of such prohibition;
3. State in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace;
  4. 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 any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, 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.

5.6. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement.

5.7. Except as noted in the Contract Documents, neither this Agreement, nor any part hereof, may be assigned or subcontracted by CONTRACTOR to any other party without the express written permission of the COUNTY.

5.8. The CONTRACTOR providing goods or services to the COUNTY under these Contract Documents represents and warrants to the COUNTY that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code §2.2-4311.1;
3. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement

representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;

4. Complying with federal, state and local laws and regulations applicable to the performance of the services procured;
5. Complying fully with the Virginia Conflict of Interest Act; and
6. Authorized to transact business in the Commonwealth of Virginia.

Pursuant to Section 2.2-4311.2 of the Code of Virginia.

5.9. In the event of a termination under section 6.1 of this Agreement, CONTRACTOR acknowledges and agrees that it shall not be entitled to any compensation in excess of the value of the work performed. Under no circumstances shall CONTRACTOR, or any subcontractor, be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination under this section. Payment to CONTRACTOR of any and all sums already earned by CONTRACTOR under the terms of Article 4 constitutes CONTRACTOR'S exclusive remedy for a termination hereunder.

5.10. CONTRACTOR agrees that it shall keep confidential all photographs, digital imagery, reports, information, or data given to CONTRACTOR by the COUNTY as well as any photographs, digital imagery, reports, studies, analysis, data tables, or calculations prepared by the CONTRACTOR under these Contract Documents. No release of any such data by the CONTRACTOR shall be made to any individual or organization without the prior written approval of the COUNTY, which approval the COUNTY shall be under no obligation to grant.

5.11. The CONTRACTOR shall not employ any employee who is a registered sex offender and shall enforce the same restriction upon all subcontractors 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 by the CONTRACTOR or sub-Contractor. The CONTRACTOR shall furnish the COUNTY with evidence verifying compliance with the services. Notwithstanding any other provision of this Agreement, materially false statements by the CONTRACTOR about the sex offender status of its employees or agents shall

be grounds for immediate termination of this Agreement.

## ARTICLE 6

### RIGHTS AND RESPONSIBILITIES OF COUNTY:

6.1. The COUNTY may cancel this Agreement and project for any reason upon ten (10) days' written notice in compliance with the notice procedure set forth in Article 7, Section 7.1 to the parties named therein. Anything contained in the Agreement to the contrary notwithstanding, a termination under this section shall not waive any right or claim to damages which COUNTY may have with respect to work performed or failed to be performed when it should have been by the CONTRACTOR. In either case, the COUNTY may pursue any cause of action which it may have by law or under this Agreement on account of such damages claimed by the COUNTY.

6.2. In case of default by the CONTRACTOR for failure to deliver or perform in accordance with the Contract specifications or terms and conditions, the COUNTY may procure the articles or services from other sources and hold the defaulting CONTRACTOR 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. If the completion of the contract work results in increased costs to the COUNTY, a letter will be sent to the defaulted CONTRACTOR requiring payment for additional costs ("Repayment"). When Repayment is requested, the CONTRACTOR will be removed from future bidding until the Repayment has occurred, and the COUNTY reserves the right to debar CONTRACTOR from doing further business with the COUNTY. Failure of a CONTRACTOR'S source to deliver is not considered to be an unavoidable cause upon which the CONTRACTOR may rely as to a delay in the work to be done under the terms of the Contract Documents, and the burden of proof rests with the CONTRACTOR to prove that any default was not related to CONTRACTOR's, or any subcontractor's or vendor's, acts or failure to act.

6.3. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a CONTRACTOR to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONTRACTOR is a faith-based organization, then CONTRACTOR shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

*Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:*

*Neither the COUNTY'S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator.*

ARTICLE 7

MISCELLANEOUS:

7.1. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

1. For COUNTY:  
Edward Petrovitch  
County Administrator  
P.O. Box 99  
Spotsylvania, VA 22553

With a copy to:

Spotsylvania County Attorney  
9105 Courthouse Road  
P.O. Box 308  
Spotsylvania, VA 22553

2. For CONTRACTOR:  
Sean Lee, President  
Data Stream Broadband Corporation  
1535 S. Perimeter Rd. #36B  
Ft. Lauderdale, FL 33309

The parties may amend such addresses by written notice to the opposite party at the given address.

7.2. The parties agree that the Contract Documents are governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the state or federal Courts having jurisdiction in or over Spotsylvania County, Virginia. The parties agree that any litigation involving these Contract Documents shall be brought only in such court.

7.3. In the event that any provision of this Agreement is unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

7.4. The CONTRACTOR certifies that:

1. The bid or offer (1) was made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) was in all respects fair and without collusion or fraud, and (3) was or was intended to be competitive and free from any collusion with any person, firm or corporation;
2. The CONTRACTOR did not offer or receive any kickback from any other bidder or contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an

inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

3. The CONTRACTOR is not a party to nor has it participated in nor is it obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of its bid proposal is to be performed;
4. The CONTRACTOR understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of these provisions; and
5. The CONTRACTOR or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

7.5. CONTRACTOR warrants to COUNTY that:

1. The work performed pursuant to these Contract Documents shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth;
2. The CONTRACTOR'S work performed shall be free of defects;
3. Any new materials and equipment furnished under these Contract Documents shall be of good quality and in working condition; and
4. The CONTRACTOR'S work performed shall meet all of the requirements



set forth in these Contract Documents.

7.6. Any reports, studies, photographs, negatives, drawings, or other documents prepared by CONTRACTOR in the performance of its obligations under these Contract Documents shall be remitted to the COUNTY by the CONTRACTOR upon completion, termination or cancellation of this Agreement. CONTRACTOR shall not use, willingly allow or cause to have such materials used for any purpose other than performance of CONTRACTOR'S obligations under this Agreement without the prior written consent of the COUNTY. The COUNTY shall own the intellectual property rights to all materials produced under this Agreement.

7.7. Any failure of the COUNTY to demand rigid adherence to one or more of the terms and provisions as set forth in this Agreement, on one or more occasions, shall not be construed as a waiver nor deprive the COUNTY of the right to insist upon strict compliance with the terms of this Agreement. Any waiver of a term of this Agreement, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7.8. The bankruptcy, takeover, merger, outright purchase of a majority of the voting capital stock by another organization, or other change in ownership or status of CONTRACTOR, or any assignment for the benefit of creditors shall fully obligate the newly formed organization, corporation or legal entity to fulfill all terms and conditions of this Agreement, and to perform or supply items in accordance with the specifications or descriptions contained herein. Should such newly formed organization, corporation or legal entity fail to fulfill all the terms and conditions of this Agreement or fail to perform or supply items in accordance with the specifications or descriptions contained herein to the satisfaction of the COUNTY, the COUNTY shall have the right unilaterally to terminate this Agreement and/or to pursue any remedy for damages and otherwise which is available at law and in equity. The COUNTY reserves the right to enforce any subcontract directly against the subcontractor, CONTRACTOR or any newly formed organization, corporation or legal entity. Failure of any sub-contractor to perform shall not relieve CONTRACTOR of its obligation to fulfill the terms and conditions of this Agreement as set forth herein.

7.9. CONTRACTOR and COUNTY agree that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

7.10. Contractual claims and disputes shall be conducted and resolved pursuant to Section 4-7 of the current Spotsylvania County Procurement Policy.

7.11. Article and Paragraph headings are inserted for convenience only and are not a part of this Agreement.

ARTICLE 8

**SPECIAL TERMS AND CONDITIONS FOR FEDERALLY-FUNDED TRANSACTIONS:**

If goods and/or services identified herein are or intend to be funded in whole or in part by the Federal Government, this contract is subject to the requirements of 2 C.F.R. §§200.216, 2 C.F.R. §§200.317 – 200.327 and 2. C.F.R. Part 200, Appendix II where applicable. The contractor, vendor, or supplier (“Contractor”) is responsible for ensuring its compliance with all applicable Federal requirements. The following contract clauses shall be included as part of the contract. These Special Terms and Conditions are in addition to any other stated Terms and Conditions in the solicitation documents:

<b>SUSPENSION AND DEBARMENT</b>	
Authorizing Legislation	Executive Order 12549 (1986), Executive Order 12689 (1989), 2 C.F.R. Part 3000)
Required Contracts	<b>All Contracts</b>

- A. The contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, contractor is required to verify that neither the Contractor, nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its respective lower tier covered transactions.

<b>BYRD ANTI-LOBBYING AMENDMENT</b>	
Authorizing Legislation	31 U.S.C. 1352, 45 C.F.R., Part 18, Appendix A
Required Contracts	<b>All Contracts</b>

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. The certificate entitled Certification Regarding Lobbying (See “Appendix B” hereto) must be completed and returned with this Agreement.

<b>PROCUREMENT OF COVERED MATERIALS</b>	
Authorizing Legislation	42 U.S.C. § 6962, Section 6002 of the Solid Waste Disposal Act
Required Contracts	<b>All Contracts Over \$10,000</b>

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

<b>TERMINATION FOR CAUSE/CONVENIENCE</b>	
Authorizing Legislation	2 C.F.R. Part 200, Appendix II (B)
Required Contracts	<b>All Contracts</b>

See Spotsylvania County Purchase Order Terms and Conditions, <https://www.spotsylvania.va.us/DocumentCenter/View/574/Purchase-Order-Terms-and-Conditions-PDF>

<b>ACCESS TO RECORDS</b>	
Authorizing Legislation	DHS Standard Terms and Conditions v.3.0 (2013)
Required Contracts	<b>All Contracts</b>

The following access to records requirements apply to this contract:

- A. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

<b>CONTRACT WORK HOURS AND SAFETY STANDARDS ACT</b>	
Authorizing	29 C.F.R. 5.5(b)

Legislation	
Required Contracts	<b>All Contracts Over \$100,000 Utilizing Mechanics or Laborers</b> (as defined in 40 U.S.C. §§ 3701)

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

<b>CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT</b>
--

Authorizing Legislation	40 U.S.C. § 7401-7671(q), 33 U.S.C. § 1251-1387, 29 C.F.R. § 5.5(b)
Required Contracts	<b>All Contracts Over \$150,000</b>

A. Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency (EPA) Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate EPA Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

<b>LEGAL/CONTRACTUAL/ADMINISTRATIVE REMEDIES FOR BREACH</b>	
Authorizing Legislation	2 C.F.R. Part 200, Appendix II(A)
Required Contracts	<b>All Contracts Over \$250,000</b>

Contractual claims and disputes shall be conducted and resolved pursuant to Section 4-7 of the current Spotsylvania County Procurement Policy.

<https://www.spotsylvania.va.us/DocumentCenter/View/579/Procurement-Policy-PDF>

<b>COMPLIANCE WITH FEDERAL LAW REGULATIONS AND EXECUTIVE ORDERS</b>	
Recommended Contracts	<b>All Contracts</b>

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations,

executive orders, FEMA policies, procedures, and directives.

<b>NO OBLIGATION BY FEDERAL GOVERNMENT</b>	
Recommended Contracts	<b>All Contracts</b>

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

<b>PROGRAM FRAUDULENT STATEMENTS OR RELATED ACTS</b>	
Authorizing Legislation	31 U.S.C. §§ 3729-3733
Recommended Contracts	<b>All Contracts</b>

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(Remainder of Page Intentionally Left Blank)

WITNESS the following signatures and seals in agreement with the above terms for Contract #21-30-TV, Broadband Expansion Services:

SPOTSYLVANIA COUNTY, VIRGINIA

By: \_\_\_\_\_  
EDWARD PETROVITCH                      Dated  
COUNTY ADMINISTRATOR

DATA STREAM BROADBAND CORPORATION

By: \_\_\_\_\_  
SEAN LEE                                      Dated  
PRESIDENT

Approved as to form:

\_\_\_\_\_  
COUNTY ATTORNEY              Dated





**COUNTY OF SPOTSYLVANIA  
REQUEST FOR PROPOSAL (RFP) #21-30-TV  
BROADBAND EXPANSION SERVICES  
May 24, 2021**

**Name of Soliciting Public Body / Proposals Shall be Mailed or Hand Delivered To:**

County of Spotsylvania, Procurement Division  
P.O. Box 215, 8800 Courthouse Road, 2<sup>nd</sup> Floor Room 414  
Spotsylvania, VA 22553

**(PLEASE REFER TO ATTACHMENT D – COVID-19 INFORMATION TO OFFERORS)**

**PROPOSAL DUE DATE AND TIME:** Sealed Proposals Will Be Received until **June 4, 2021 at 2:00 PM** for Furnishing the Goods and Services Described Herein. No late proposals will be accepted. **Please check for updates prior to submitting a proposal to ensure timely delivery to the Procurement Division. Refer to Attachment D for information on hand delivery.**

**QUESTIONS DUE DATE AND TIME:** Questions from Offerors must be received by the Spotsylvania County Procurement Division by **May 27, 2021 at noon.** Questions must be emailed to Toni Vaughan, Acting Procurement Manager, at [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us). The County is not responsible for verbal clarification of information provided by parties other than staff of the Procurement Division.

All Inquiries for Information Should Be Directed to Toni Vaughan, Acting Procurement Manager, Phone: 540-507-7524 or E-mail: [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us)

The party submitting the forgoing Proposal 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. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature in Ink by Officer of the Corporation)

Name: \_\_\_\_\_  
(Please Print)

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

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

DUNS #: \_\_\_\_\_

State Corporation Commission #: \_\_\_\_\_

Are you, any member of your immediate family, or any person part of your company that if awarded will provide services for the County of Spotsylvania either employed by the County or a member or part of any County committee, board or commission? **Circle One: YES NO**

If yes, please explain: \_\_\_\_\_

Receipt of the following Addenda are acknowledged:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

(Please note all addenda)

**All updates are posted on the Spotsylvania County website at <https://www.spotsylvania.va.us/374/Solicitations>. It is the responsibility of the vendor to check back for updates.**

**(Return this Form)**

**TABLE OF CONTENTS FOR RFP #21-30-TV  
BROADBAND EXPANSION SERVICES**

<b>PURPOSE</b>	<b>3</b>
<b>BACKGROUND INFORMATION</b>	<b>3</b>
<b>SCOPE OF SERVICES</b>	<b>3</b>
<b>INSTRUCTIONS TO OFFERORS</b>	<b>6</b>
<b>PROPOSAL REQUIREMENTS</b>	<b>8</b>
<b>ADDITIONAL SPECIFIC PROPOSAL REQUIREMENTS</b>	<b>9</b>
<b>PROPOSAL EVALUATION CRITERIA</b>	<b>10</b>
<b>TERMS AND CONDITIONS</b>	<b>12</b>
<b>ATTACHMENT A – TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION</b>	
<b>ATTACHMENT B – REFERENCES</b>	
<b>ATTACHMENT C – COVID-19 INFORMATION TO OFFERORS</b>	
<b>ATTACHMENT D – PROPOSAL REQUIREMENTS</b>	
<b>ATTACHMENT E – MAP</b>	

## I. PURPOSE

The County of Spotsylvania, Virginia and Spotsylvania County Schools, invites written proposals from qualified firms to establish a term contract through competitive negotiation for the expansion or construction, deployment, maintenance, of a “fee-for-service” broadband network to provide Internet Service to subsets of unserved and underserved homes and businesses throughout Spotsylvania County (the County). The County intends any award as a result of this RFP to provide grant opportunities to one or more Internet Service Provider (ISP)s’ deployment of Internet Service to serve those populations, to ensure that internet connectivity is available for residents and visitors, to facilitate economic growth, education, healthcare, and public safety.

Any contract(s) resulting from this RFP shall have a term limit from date of award through eighteen (18) months and shall be renewable for four (4) additional one (1) year terms at the option of the Spotsylvania County. Prices shall remain fixed during the initial term of the contract. Any adjustment to pricing for future years will be agreed upon in writing prior to each renewal. Spotsylvania County reserves the right to award contracts to more than one firm, if it is in the County’s best interest in order to provide adequate services. Goods and/or services shall be provided in accordance with the requirements and Terms and Conditions identified herein.

## II. BACKGROUND INFORMATION

The goal of the County is to extend affordable broadband internet service access to every resident in Spotsylvania County. Spotsylvania County is comprised of approximately 407 square miles and has approximately 135,000 residents. The local government under the Code of Virginia is governed by a Board of Supervisors, which is elected by the qualified voters. The Board of Supervisors of Spotsylvania County is composed of seven members, one from each magisterial district, which oversees the efforts of the local government staff headed by the Office of the County Administrator.

The County seeks one or more qualified private internet service providers (“ISPs”) to expand or construct, deploy, maintain, own and operate a “fee-for-service” broadband network to provide Internet Service to unserved and underserved areas throughout the County. The County will not own or operate the network. The County’s role is to facilitate the creation of the network and to ensure that awarded projects meet deadlines and agreed-upon speeds and quality levels.

The Spotsylvania County Board of Supervisors seek to expand Internet access for residents who lack access to broadband at 100Mbps download and 100Mbps upload speeds. Offerors may submit proposals for alternate download and upload speeds; however, no proposal should be submitted with less than FCC speeds of 25 Mbps download and 3Mbps upload. The County recognizes the challenges of deploying broadband in rural areas and intends this Request for Proposals (RFP) to subsidize one or more Offeror’s deployment of Internet service to the areas in question. The County wants to ensure that internet connectivity is available for residents and visitors, to facilitate economic growth, education, healthcare and public safety, while acknowledging their leadership role in expanding access and improving utilization. This RFP describes the requirements for the implementation and delivery of broadband services.

## III. STATEMENT OF NEEDS

Spotsylvania County is seeking written proposals from qualified firms for the expansion or construction, deployment, maintenance, of a “fee-for-service” broadband network to provide Internet Service to subsets

of unserved and underserved homes and businesses throughout Spotsylvania County (the County). The County retains decision authority over the selection of one or more private ISPs and the location of any new infrastructure to support the deployment of or expansion of a broadband network in Spotsylvania County. The County is seeking methods both common and unique to extend existing service areas or creating new services. Ideas such as going beyond the status quo service model and offering internet service to new customers not on a current providers' "radar"; extending new wireless service through approved construction of infrastructure; Offerors teaming for access to the funds; ideas accelerating plans to deploy service such that the essential service of broadband is available to all Spotsylvania residents.

This RFP is based on a leveraged/matching funds match, as may be outlined in various grant opportunities that the County may wish to pursue. The County proposes spending available funds on one or more coverage areas, as defined by the Offeror. A coverage map for needed service is included in Attachment E.

The County will not own or operate the network. The County's role is to facilitate the creation of the network and to ensure that awarded projects meet deadlines and agreed-upon broadband speeds and quality levels. If an Offeror wishes to combine proposed project areas or respond to include a new project area; this approach is acceptable.

This procurement will be conducted in two phases. The first phase, RFP Responses, will assess the selected Offerors' capabilities, current service offerings and pricing plans, financials, and build out capacity of the proposed broadband network expansion. The second phase is Negotiations. Offerors will be asked to move to the Detailed Design and Negotiations Phase where the County will review the Detailed Design for the projects. The County has the option to not move to the Deployment Phase if they believe the delivered Detailed Design is not going to accomplish their broadband goals. If the County decides to move forward with the Detailed Design, the County and Offeror(s) will negotiate to refine the detailed deployment plan based on available funding (private and public) and funding opportunities before moving to the Deployment Phase, after contract award.

To qualify for the County leveraged funds, Offerors shall:

1. Be committed to complete the work within one (1) year, after negotiations and acceptance of the Detailed Design.
2. At the eighteen-month (18) anniversary of contract signing, all serviceable units planned must be offered broadband service at the speed requested. If for any reason, the number of serviceable units is not reached by contract end; the County reserves the right to hold all matching funds remaining, until such time when the agreed upon serviceable unit count is reached.
3. Demonstrate satisfactory past performance.
4. If the Offeror already serves Spotsylvania County, provide summary data on existing service, including the connection speeds provided, to document past performance.
5. Note in the response if there is a preferred method of funding; to include utilization of leveraged funds for a Virginia Telecommunication Initiative (VATI) Partnership and Application.

A. Overview of Scope of Service provided by Offeror:

The County desires a broadband Public/Private Partnership to provide quality internet service to its citizens at 100Mbps download and 100Mbps upload speeds. Offerors may submit proposals for alternate download and upload speeds; however, no proposal should be submitted with less than FCC speeds of 25 Mbps

**download and 3Mbps upload.** The Offeror is to provide, at a minimum, the following services:

1. Provide seamless and reliable broadband access that does not impose less than 500 GB monthly caps on a user's total upload and download data capacity or restrict usage when a cap of less than 500 GB monthly usage is reached.
2. Research and prepare all necessary FCC related forms and submittals required to provide services.
3. Procurement of any permits required for the distribution of Internet content or FCC licensing.
4. Design, implement, operate and maintain the broadband network.
5. Provide a household-level coverage map showing predicted coverage and number of households estimated to be served.
6. Provide marketing, sales, customer billing and account billing and collections.
7. Perform a post-construction verification of connection coverage, speed, and quality.

B. Overview of Scope of Services/Assets provided by the County:

1. A portion of funding for procurement and construction of infrastructure, through grant or other available funding.
2. Support and assistance in permitting and navigation of other County processes.
3. Support in negotiating access to bandwidth and/or vertical assets of existing infrastructure.
4. Where possible, access to County facilities for mounting wireless infrastructure and hosting equipment.
5. Promotion of digital literacy training to increase adoption rates.
6. Public meetings within each magisterial district to solicit committed demand, awareness and education of the broadband expansion initiative and offered services.

C. Intent of the RFP

1. The intent of the RFP is to set forth the requirements, and general terms and conditions for all services for which the County is requesting bids and to solicit detailed proposals from Offerors. Detailed proposals should include pricing and service descriptions in the format specified herein. It is the County's expressed intent to include all representations provided in the Offeror's RFP response in the contract for services.
2. The divisions of responsibilities in the partnership, while suggested in this document, are negotiable. Proposals shall completely describe the equipment and methods the Offeror will use to implement the system. The intent of this document is to allow Offerors to use the best equipment, technology, and methods available to provide a state-of-the-art broadband system of highest quality and performance.
3. The County's 2-phase procurement process will consist of a Design Verification Phase followed by a Deployment Phase. The Design Verification Phase would allow the Offeror to gather information and design a network that the Offeror would be willing to build, subject to any conditions or requirements identified in the network design. If the County accepts the detailed network design, the Offeror would move to the Deployment Phase to build and operate the network as designed. The County will have the opportunity to consider the design the Offeror is committing to build and the resource implications of that design against the County's goals, assets, budget and community demand. The County may then determine whether or not to proceed to the Deployment Phase.
4. The County reserves the right to include additional legal terms and conditions upon selection of the final Offeror(s). The issuance of this RFP and the acceptance of proposals (or designs) do not bind or impose legal obligation upon the County or the Offeror in any way, nor does it limit the County's right to negotiate in its best interest with any Offeror.

D. Current Broadband Areas of Need:

1. The County has provided a broadband coverage map, with identified areas as unserved or underserved in Attachment E.
2. Offerors are encouraged to identify other project areas in their responses and indicate if any of the proposed projects might be better served as VATI projects.

E. If there is potential for the Offeror to provide services to schools, libraries or other institutions eligible for e-Rate funding: The Offeror must be registered with the Universal Service Administrative Company (“USAC”) and have a Service Provider Identification Number (“SPIN”). This requirement is necessary to support schools, libraries and certain other institutions that are eligible to receive financial support for Internet connectivity and other services through the federal “e- Rate” program. In order to receive this federal funding support, eligible institution must purchase services from a provider who has registered with the USAC and obtained a SPIN.

**IV. INSTRUCTIONS TO OFFERORS**

A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the Spotsylvania County Procurement Policy. The Procurement Policy is available at: <https://www.spotsylvania.va.us/377/Spotsylvania-County-Policies>.

B. Questions related to the RFP shall be directed to:  
Toni Vaughan, Acting Procurement Manager  
E-mail: [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us)

Questions or requests for clarification shall be emailed. All responses to inquires will be in writing in the form of a written addendum and will be posted on the Spotsylvania County website at <http://www.spotsylvania.va.us/374/Solicitations>. Questions from Offerors must be received by the Spotsylvania County Procurement Division by the date identified on the front of this solicitation in order to ensure that the answers can be sent and received by the prospective Offerors for their consideration prior to the date proposal are due.

C. Three (3) copies and one (1) original indicated as “Original” of Proposals, along with an electronic copy of the proposal and attachments on a virus free flash drive, either in Microsoft Word or PDF format shall be submitted to:

Spotsylvania County Procurement Division  
Toni Vaughan, Acting Procurement Manager  
P.O. Box 215, 8800 Courthouse Road, 2nd Floor Room 414  
Spotsylvania, Virginia 22553

Should the proposal contain proprietary information, Offeror shall provide one (1) electronic, redacted copy of the proposal and attachments with proprietary portions removed or blacked out, on the flash drive. This copy shall be clearly marked “*Redacted Copy*”. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. The County of Spotsylvania shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy. No other distribution of the proposal shall be made by the Offeror.

D. All Proposals must be in a sealed envelope or box and clearly marked with the following information:

"Sealed Proposal, RFP #21-30-TV, Broadband Expansion Services" 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 Spotsylvania County shall be borne by the Offeror. **All Proposals shall be received by the time and date identified on the front of this solicitation.** The time of receipt shall be determined by the time clock stamp in the Procurement Division, Room 414. Any Proposal received after this time and date will not be considered. Proposals will be returned to the Offeror unopened if received by special carrier or not accepted if hand delivered by Offeror.

The Offeror has the sole responsibility to have the proposal received by the Spotsylvania County Procurement Division at the above address and by the stated time and date. **Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Spotsylvania, 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 procurement office.** If you will be using one of these services for delivery of your proposal, please take this information into consideration. It is the Contractor's responsibility to ensure that the package is delivered to the Procurement Division by the due date and time.

Incident Weather: In the event that Spotsylvania County is closed during the scheduled times for a pre-bid (pre-proposal) conference or bid opening, the pre-bid conference or bid opening will occur on the next business day that Spotsylvania County is open at the appropriate times as stated in the IFB/RFP. No exceptions will be made in this situation. Please contact the procurement officer as stated in the IFB/RFP for information pertaining to this procurement.

- E. The Offeror shall submit a proposal that demonstrates and provides evidence that the Offeror is able to provide suitable services and has the capabilities, professional expertise, and experience to provide the proposed goods and services to Spotsylvania County.
- F. Offerors are responsible for familiarizing themselves with the conditions and objectives of the services described herein.
- G. As a guideline the County anticipates the following tentative timetable for selection of a Contractor and implementation of a contract. All dates listed below are subject to change.

<u>Date</u>	<u>Activity/Event</u>
May 2021	Request for Proposal issued
July/August, 2021	Tentative County contract effective date

- H. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- I. Any vendor transacting business with Spotsylvania County requires a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. **Include a copy of your State Corporation Commission Certificate and a list of officers with your proposal response.**

## V. PROPOSAL REQUIREMENTS

- A. The proposal shall provide information necessary for Spotsylvania County to evaluate the qualifications, experience, and expertise of the proposing firm to provide services identified herein. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- B. The written proposal shall contain concise information which presents an understanding of the work to be performed. The Offeror is asked to address each evaluation criteria contained in Section VI, Proposal Evaluation Criteria and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the County may properly evaluate the firm's capabilities to provide the required services.
- C. The proposal shall clearly indicate primary contact and assigned personnel. Offeror shall provide the name of the Offeror and firm, if any, the address and telephone number, and the name and title of the primary and secondary individuals who would be responsible for providing these goods and/or services to the County. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Spotsylvania requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete, or lack of key information may be considered nonresponsive by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- D. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- E. Each copy of the proposal should be bound or contained in a single volume where practical. All



documentation submitted with the proposal should be contained in that single volume. Pricing information should be a **separate** section of the proposal. Offerors shall provide a table of contents and number all pages of their proposal response and shall fill out and return the cover page of this RFP signed by a person with corporate authority to enter into any contract which may result from the RFP.

- F. Offerors shall indicate any exceptions taken to any part of this Request for Proposals. Offerors shall fill out and clearly identify any proprietary information on **Attachment A** and return with proposal response. Identify the specificity of the data or other materials for which protection is sought, indicate the section and page number where it can be found in the Offerors RFP response and state the reasons why protection is necessary in accordance with the Code of Virginia, Chapter 43, § 2.2-4342. For more details, see Section VII Terms and Conditions paragraph S, Freedom of Information Act.
- G. Offeror shall provide a minimum of three references of other similar size local government entities utilizing the services they have provided on **Attachment B**. The references shall include names, phone numbers and email addresses of key contact personnel. Current contact information shall be provided. Spotsylvania County cannot be listed as a reference. The County reserves the right to check undisclosed references.
- H. All costs of proposal preparation and presentation shall be borne by each Offeror. The County is not liable for any cost incurred by the Offeror prior to issuance of a contract.
- I. Offeror shall include a copy of their State Corporation Commission Certificate of Good Standing and a list of officers with their proposal response, as identified in Section V, subdivision H above.

**VI. ADDITIONAL SPECIFIC PROPOSAL REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

Section 1 – Methodology/Specific Plan: Provide a description of methodology of the Offerors design and management processes incorporating an understanding of the goals and criteria of this project and how the Offeror intends to meet those goals and criteria. See Attachment D: Proposal Requirements.

Section 2 – Experience: A written narrative to include:

1. Experience in providing the services described herein, including specific experience and qualifications with similar projects.
2. The firm's years and extent of experience, to include familiarity with the FCC regulatory environment and internet service.
3. Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
4. Pursuant to Virginia Code § 2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to

include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

**Section 3 – Proposed Price:** Submit a detailed price proposal which includes any and all costs associated with providing this service, for each of the types of coverages detailed in Section V: Statement of Needs.

1. Include a summary of your ability and strategies to control costs.
2. See Attachment D: Proposal Requirements. Information should be provided in the same order as listed in Attachment D.

**Section 4 – Additional Information:** Submit a detailed price proposal which includes any and all costs associated with providing this service, for each of the types of coverages detailed in Section V: Statement of Needs.

- Transmittal Letter: Identify the prime Offeror and any subcontractor or partnership arrangements involved in the proposal.
- Offeror Contacts: The Offeror should provide the names, addresses, telephone, mobile numbers for all key staff, subcontractor and partner contacts.
- Financials: Please provide an explanation and data to demonstrate to the County your financial capacity and capability to undertake this project. Among other documents, you may provide audited financial statements, banks statements or SEC filings. In addition, you should commit to obtaining Commercial Contract Surety Bond, you will receive the maximum credit under the Financial Viability criterion for scoring of the proposals to this RFP.
- Describe any planned use of small businesses and businesses owned by women and minorities and service-disabled veterans in fulfilling this contract.
- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- Offeror Data Sheet
- State Corporation Commission Form
- Certification of No Collusion
- Insurance Requirements
- Proprietary/Confidential Information
- Sample Contract Form (for information purposes only)
- IRS W-9 Form
- If available, current Spotsylvania County Coverage Map or Table of Locations Served in the County or statement abstaining with cause.
- If available, current estimation of number of serviceable locations in Spotsylvania County which could be served at broadband speeds (25mbps down/ 3mbps up).

**VII. PROPOSAL EVALUATION CRITERIA**

- A. Selection of the successful Offeror(s) will be based upon submission of proposals meeting the selection criteria. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal. The Source Selection Committee (SSC) will use the following criteria in its review and evaluation of the Proposals:

EVALUATION CRITERIA		WEIGHT
1.	Proposal Cost Efficiency ➤ The County’s expense/portion of total costs	20%

EVALUATION CRITERIA		WEIGHT
	<ul style="list-style-type: none"> <li>➤ Offeror's Expense</li> <li>➤ Cost per home</li> </ul>	
2.	Estimated Internet Speeds and Latency	20%
3.	Population Served <ul style="list-style-type: none"> <li>➤ Number of Businesses and Community Anchor Institutions Passed</li> <li>➤ School Aged Children Positively Impacted</li> </ul>	20%
4.	RFP Compliance	10%
5.	Customer Plans and Pricing <ul style="list-style-type: none"> <li>➤ Marketing Activity</li> </ul>	10%
6.	Offeror's Financial Capability and Experience	5%
7.	Project Readiness	10%
8.	Overall Quality of Proposal	5%
Total		100

- B. The Selection Committee will evaluate the most responsive proposals as deemed by staff and may also ask questions of a clarifying nature from Offerors as required. A composite rating will be developed which indicates the group's collective ranking of the written proposals in a descending order. If deemed necessary by the selection committee, the County shall engage in individual discussions with two or more Offerors deemed the most fully qualified, responsible and suitable on the basis of the Selection Committee's evaluations. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.
- C. At the conclusion of any discussion, on the basis of evaluation factors as set at the time of issuance of this proposal and all information developed in the selection process to this point, the County shall select in the order of preference one or more Offerors whose qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the Offeror ranked first. Should the 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. Spotsylvania County reserves the right to award a contract to more than one Offeror, if it is in the Owner's best interest.

The County reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of Spotsylvania County.

**VIII. TERMS AND CONDITIONS:** (Effective March 4, 2019)**A. Acceptance, Invoicing and Payment**

Spotsylvania County will make payment to the Consultant, Net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for work 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 consultant prior to the Board of Supervisors' approval of a consultant services contract.

Pursuant to Virginia Code § 2.2-4354, (1950, as amended), the Consultant covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the Consultant under the Agreement, (i) pay any subconsultant for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subconsultant, or (ii) notify the County and the subconsultant, in writing, of its intention to withhold all or part of the subconsultant's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Consultant under the Agreement;
3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subconsultant and the Consultant on all amounts owed by the Consultant that remain unpaid after seven (7) days following receipt by the Consultant of payment from the County for work performed by the subconsultant under the Agreement; and
4. Include in its contracts with any and all subconsultants the requirements of 1, 2, and 3 above.

**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 Consultant, the Consultant 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. Audit**

Consultant shall keep and require each of its subconsultant, if any, to keep, at no additional cost to County, full and detailed accounts of costs chargeable to County, during the project, and for five (5) years following completion. County shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of County), and verification of costs. Audit access to Consultant's records in lump sum or unit price areas when applicable shall be sufficient to satisfy County that all quantities meet the payments to its subconsultant and suppliers, Consultant shall remit promptly to County the amount of any adjustment resulting from audit.

**D. 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 agreement.

#### E. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting Contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

#### F. Compliance of Law

The Consultant providing materials and services to the County under any contract resulting from this RFP represents and warrants to the County that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians with Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code§ 2.2-4311.1;
3. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;
4. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
5. Complying fully with the Virginia Conflict of Interest Act.
6. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.

#### G. Contract Award

Spotsylvania 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 Spotsylvania 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. Spotsylvania 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 Spotsylvania County. Spotsylvania County shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and Spotsylvania County's decision shall be final.

#### H. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of Spotsylvania County either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon Spotsylvania County unless made in writing and where Board approval is not required, by the County Administrator or his designee.

#### I. Contract Documents

The contract entered into by Spotsylvania County and the Consultant shall consist of this Request for Proposal, any addendum issued, the proposal submitted by the Consultant, Spotsylvania County's Standard Form of Agreement, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents. Additional documents which the parties agree to include as contract documents may be set forth in the final contract.

#### J. Cooperative Procurement

- (1) This procurement is being conducted on behalf of Spotsylvania County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.
- (2) If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor's bid/proposal.
- (3) With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.
- (4) The County of Spotsylvania, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Spotsylvania County contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that particular public body.
- (5) Spotsylvania County assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may carry out such notification.

#### K. Definitions:

1. **Consultant:**  
The Consultant who enters into a contract with Spotsylvania County to provide the services herein for Spotsylvania County.
2. **County:**  
Wherever the word "County" appears, it shall be understood to mean Spotsylvania County Government.
3. **Offeror:**  
A person who makes an offer in response to a Request for Proposals.

4. **Informality:**

A minor defect or variation in a bid or proposal from the exact requirements of the Invitation for Bid, or the Request for Proposal, which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

L. Drug Free Workplace

During the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant'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 Consultant'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 Consultant that the Consultant 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 subconsultant or vendor.

For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the Consultant, 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.

M. Ethics in Public Contracting

The Offeror hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this RFP, are proper and in accordance herewith. By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subconsultant 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.

N. Examination of Records

The Consultant agrees that Spotsylvania County or any duly authorized representative shall have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Consultant involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims. Consultants agrees to keep all records in accordance with the state and local retention laws including but not limited to Virginia Code § 55-525.27.

O. Faith-Based Organizations

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations. “Faith-based Organization” means a religious organization that is or applies to be a Consultant to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If CONSULTANT is a faith-based organization, then Consultant shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

#### NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY’S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the COUNTY Administrator.

#### P. Federal-Aid Provisions

When the U. S. government pays all or any portion of the cost of a project, the Consultant shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Consultant shall require all subconsultants to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that is part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Consultant and registration with the Central Consultant Registration (CCR) shall be followed according to the federal aid provisions.

#### Q. Freedom of Information

All information submitted to the County in response to this RFP will constitute public information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code § 2.2-4342 and County Procurement Policy § 3-27, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder/Offeror must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) Specifically identify which data or materials they wish to have protected; and (3) Articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the County. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder/Offeror to assert a claim against the County for disclosure of trade secrets or proprietary information.

#### Q. Grant Funds Provision

When a project is funded in part or all by grant funds, the Consultant shall observe all rules and regulations according to the grant fund award documentation. Consultant has the responsibility to comply with all grant



fund reporting requirements and any or all award documentation terms and conditions.

#### R. Governing Law

In any contract resulting from this RFP, the parties agree that this agreement is governed by and shall be interpreted in accordance with the Spotsylvania County Procurement Policy and laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.

#### S. Headings

Headings in the RFP and any resulting contract are informational only and the substance of each numbered or lettered provision shall prevail in the event of any ambiguity or inconsistency between a heading and its content.

#### T. Insurance

During the performance of any Contract resulting from this RFP, the Consultant shall have and keep current insurance whichever is greater in scope or amount as follows:

1. Worker's Compensation Insurance in compliance with all states in which Consultant does business, including coverage B Employer's liabilities in not less than the following amounts:
  - i. Bodily Injury by accident \$100,000 for each accident;
  - ii. Bodily Injury by disease, \$500,000 policy limit;
  - iii. Bodily Injury by disease, \$100,000 for each employee.
2. General Liability insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent Consultants, and personal injury.
3. Automobile liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned apparatus.

The General Liability and Automobile Liability insurance policies specified herein shall name Spotsylvania County as additional insured with regard to work performed under any contract resulting from this RFP. The Consultant shall provide Spotsylvania County with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying Spotsylvania County if there is any change in liability insurance.

#### U. Interpretation

Words of any gender used in any Contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

V. Non-Collusion

The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the County or any person interested in the proposed contract; and that all statements in said proposal are true.

W. Non-Discrimination

Any contract resulting from this RFP and every contract, sub-contract, or purchase order there under shall include the following provisions according to Virginia Code §2.2-4311:

During the performance of a contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicant for employment, notices setting forth non-discrimination clause.
2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement.

The Consultant will include the provisions in the foregoing paragraphs a, b, and c in every contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor associated with Spotsylvania County.

Y. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by Spotsylvania County, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to Spotsylvania County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of Spotsylvania County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

Z. Proposal Withdrawal

Any Proposal may be withdrawn up until the time set above for the opening of the Proposal. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of 150 days.

AA. RFP Proposal and Clarification

Spotsylvania County reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any

inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to the Spotsylvania County Procurement contact listed on the first page of this RFP. Spotsylvania County shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written RFP Addendum issued by the Spotsylvania County Procurement Division is the only official method whereby interpretation, clarification, or additional information can be issued.

**BB. Release and Ownership of Information**

Spotsylvania County shall make a good faith effort to identify and make available to the Consultant all non-confidential technical and administrative data in Spotsylvania County's possession which Spotsylvania County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Consultant and relating to its work under this Contract. Spotsylvania County reserves its rights of ownership to all material given to the Consultant by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Consultant in performing any Contract resulting from this RFP.

No reports, information or data given to or prepared by the Consultant under the resulting Contract shall be made available to any individual or organization by the Consultant without the prior written approval of Spotsylvania County, which approval Spotsylvania County shall be under no obligation to grant.

As may be allowed by law, any information, ideas, or concepts that the County receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of Spotsylvania County. Spotsylvania County may use this information for any purpose without compensation to the offeror from whom the information was received.

**CC. Rights and Responsibilities of Consultant**

The Consultant shall indemnify, defend and hold harmless the County and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by Consultant and/or its Consultants or employees, or anyone else for who Consultant is or may be responsible. This section shall survive the termination this agreement.

The Consultant in any contract resulting from this RFP shall pay all royalties and license fees necessary for performance of the contract. The Consultant shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save Spotsylvania County harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

**DD. Subconsultants and Assignments**

The Consultant shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of Spotsylvania County of which Spotsylvania County shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Consultant shall furnish all information required by Spotsylvania County to permit Spotsylvania County to ascertain the qualifications of the proposed subconsultant to perform the work, and the Consultant shall submit a copy of the subcontract to Spotsylvania County for approval. The subcontract shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP.

Spotsylvania County's approval of a subconsultant shall not relieve the Consultant of any of its responsibilities, duties or liabilities hereunder. The Consultant shall continue to be responsible to Spotsylvania County for performance of the subconsultant and the subconsultant, for all purposes, shall be deemed to be an agent or employee of the Consultant. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any subconsultant and Spotsylvania County.

**EE. Tax Exemption**

The County of Spotsylvania as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the County.

**FF. Termination**

Spotsylvania County shall have the right to terminate at Spotsylvania 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 Consultant shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of Spotsylvania County.

**ATTACHMENT A**

**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

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

(RETURN THIS FORM)

**ATTACHMENT B  
REFERENCES  
RFP #21-30-TV**

A list of 3 References for which the Contractor has provided similar good/services over the last 5 years similar in Scope to that which is described herein shall be provided with the RFP Package. Spotsylvania County cannot be listed as a reference.

Please list references below:

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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

Location Address: \_\_\_\_\_

Additional Information: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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

Location Address: \_\_\_\_\_

Additional Information: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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

Location Address: \_\_\_\_\_

Additional Information: \_\_\_\_\_

(RETURN THIS FORM)



**ATTACHMENT C  
COVID-19  
INFORMATION TO OFFERORS  
For  
RFP #21-30-TV  
BROADBAND SERVICES  
May 24, 2021**

Due to COVID-19, The Spotsylvania County Procurement Office located in the Marshall Center is closed to the public and open only on an appointment basis. Please note that proposals will be received at the Spotsylvania County Snow Library side of the building at the Marshall Center, 8800 Courthouse Road, Spotsylvania, VA 22553.

The Offeror has the sole responsibility to have their proposal received by the Spotsylvania County Procurement Division at the address listed on the RFP and by the stated date and time as listed in the Request for Proposal. If you hand deliver your proposal, Offerors need to go to the **Snow Library side of the Marshall Building, not the Snow Library** and go to the two white double doors located beside the "Procurement Division" sign and call the Procurement Office (**540-507-7503**). Someone from the Procurement Office will come to the door to receive your proposal. **Offerors are encouraged to submit your proposal early in order to ensure your proposal is received on time.**

**Please note that Federal Express and other overnight delivery services do not guarantee morning delivery to Spotsylvania, Virginia. 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 Procurement Office.** If you will be using one of these services for delivery of your proposal, please take this information into consideration, you may also want to let the mail carrier know the Building is locked. Offerors are advised to call the Procurement Office to confirm if your proposal was received.

Late proposals shall not be considered and will be returned to Offeror unopened if received by special carrier or not accepted if hand delivered by Offeror. The time of receipt shall be determined by the Procurement time clock stamp.

In the event that Spotsylvania County is closed during the scheduled times for proposal receipt, it will occur on the next business day that Spotsylvania County is open at the appropriate times as stated in the RFP. No exceptions will be made in this situation. Please contact the procurement officer as stated in the RFP for information pertaining to this procurement.

## ATTACHMENT D – PROPOSAL REQUIREMENTS

### 1. Proposal — System Deliverables and Submittals

OFFERORS **shall** indicate whether or not the proposal is submitted with intent to partner with the County on a VATI or other grant application(s). Sections pertinent to this intent are indicated with an asterisk. Offerors need only complete those sections when partnering with the County on VATI applications is the Offeror’s primary intent.

#### 1.1 General

- A. \*The Offeror will be required to propose a partnering agreement.
- B. The Offeror will provide a detailed description of the proposed system and services to be provided.
- C. Offerors are required to provide:
  - 1. Maps showing proposed locations for equipment – which vertical assets (existing and proposed) and any relevant engineering drawings.
  - 2. For Wireless Projects: Predicted RF propagation maps showing coverage and anticipated signal strength (broadband speeds in coverage locations).
  - 3. Proposed methods to address limited coverage areas.
- D. The Offeror will provide a phased project plan outlining the tasks performed by the Offeror to provide the services in this RFP. This plan should include, at a minimum:
  - 1. Physical site assessment for the site(s)
  - 2. Timeframe to perform installation and commission of equipment.
  - 3. Permitting activities.
  - 4. For Wireless: Antenna and line installation.
- E. During the Deployment Phase the selected Offeror will attend a monthly deployment meeting and provide monthly status reports of the progress of the deployment.
- F. \*The Offeror must describe the roles, responsibilities and resources required of The County including required public funding per phase.
  - Identify any local, state or federal resources that the Offeror contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment

#### 1.2 Operational Deliverables and Submittals

- A. Provide Service Level Agreements for subscribers for the County’s review.
- B. Offeror will be required to provide operations and maintenance of site equipment.
- C. Offeror will be required to provide tiered severity level response times for subscriber service



and outages.

- D. Offeror will be required to provide billing and accounting systems for subscribers.
- E. Offeror will be required to provide all sales and marketing of proposed service. The County may assist in marketing by providing marketing information in direct mailings to citizens and/or provide minimal information with contacts on The County's website.

## 2: General Offeror Information

\*Please provide the following information:

1. Name of company
2. Length of time in business
3. Length of time in business providing proposed services
4. Gross revenue for the prior fiscal year (in US dollars)
5. Estimated percentage of gross revenue generated by proposed services
6. Total number of current customers
7. Number of public sector customers
8. Number of full-time personnel available to perform the work expeditiously
9. Proof of Offeror being registered and licensed in the Commonwealth of Virginia to design, provide and maintain a broadband network
10. Where is the Offeror's headquarters located?
11. Where does the Offeror have field offices located?
12. Which office would serve Spotsylvania County business and residents?
13. If the Offeror has had a contract terminated for default during the past 5 years, all such incidents must be described.

## 3: Service Schedules and Cost of Services

1. Do you offer month to month or minimum contract term for data service?
2. Cost to the customer for: Broadband access full time plan(s)
3. Cost to the customer for: Shipping, normal for placed orders
4. Cost to the customer for: Overnight or expedite shipping
5. Cost to the customer for: Broadband customer premise equipment /Modem device
6. Cost to the customer for: Installation at customer premise
7. Cost to the customer to cancel service: after one month, 1 year, 2 years
8. Cost to the customer for activation/implementation
9. Do you support direct customer service & Offeror relations without 3rd party involvement?
10. What are your typical customer service response times?
11. Do you guarantee a particular response time to your customers?

## 4: Project Area Selection

\*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(s).

5: Residential Serviceable Units

\*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.

6: Businesses and Community Anchor Institutions

Indicate the numbers of businesses and community anchor institutions the proposed project(s) will pass in the project area(s). Also indicate the number of home-based businesses. Provide specific information. The County is available to assist in this data collection effort.

7: Projected Take Rates

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(s).

8: Wireless Infrastructure Ownership

\*For wireless projects only: Please explain the ownership of the proposed wireless infrastructure. Will the wireless Internet Service Provider own or lease the radio mast, tower, or other raised structure onto which the wireless infrastructure will be installed?

9: Download and Upload Speeds

\*Provide the proposed download and upload speeds for the project area(s). 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 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.

10: Network System Design

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

11: Project Readiness

What is the current state of project development (e.g. planning, preliminary engineering, identifying easements/permits, financial agreement with community (if applicable), final design, etc.)? Prepare a detailed project timeline or construction schedule which identifies 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 18 months of

contract execution with The County. Label Attachments: Attachment 6 – Timeline/Project Management Plan; Attachment 7 – Relationship between Offeror/Community (if applicable); Attachment 7 – Letters of Support;

- i. If the Offeror/Community partnership is formalized in a written agreement, provide a copy of that agreement.
- ii. If the Offeror/Community partnership has not been formalized, provide a short description of the project management role, financial commitment, or other contribution to the project for the Offeror, and any additional partners.

## 2: Project Matching Funds

Matching funds: Provide a description of the matching funds the applicant will invest in the proposed project. 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 the County are responsible for providing each element of the proposed matching funds.
- iii. Include copies of Offeror quotes or documented cost estimates supporting the proposed budget.
- iv. For projects which involve applications for federal funds through ReConnect and/or Rural Development Opportunity Fund; please describe how the leveraged the County funds and amount will be utilized during application process and post award/offer of federal grant funding.
- v. For projects which involve applications for federal funds through ReConnect and/or Rural Development Opportunity Fund; please describe grant application related activities required of the County or County Staff. How will the County or County Staff assist in writing grant applications?
- vi. If responding for multiple project areas and quoting different funds based solutions; depending on the area; please present the funding strategy for each in table format.

## 13: Project Contacts

\*Provide detail if this project includes additional partners such as municipal providers, middle-mile providers, or investor owned utilities. Provide a concise description of their role and responsibilities for the project. Present this information in table format.

## 14: Project Budget and Cost Appropriateness

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

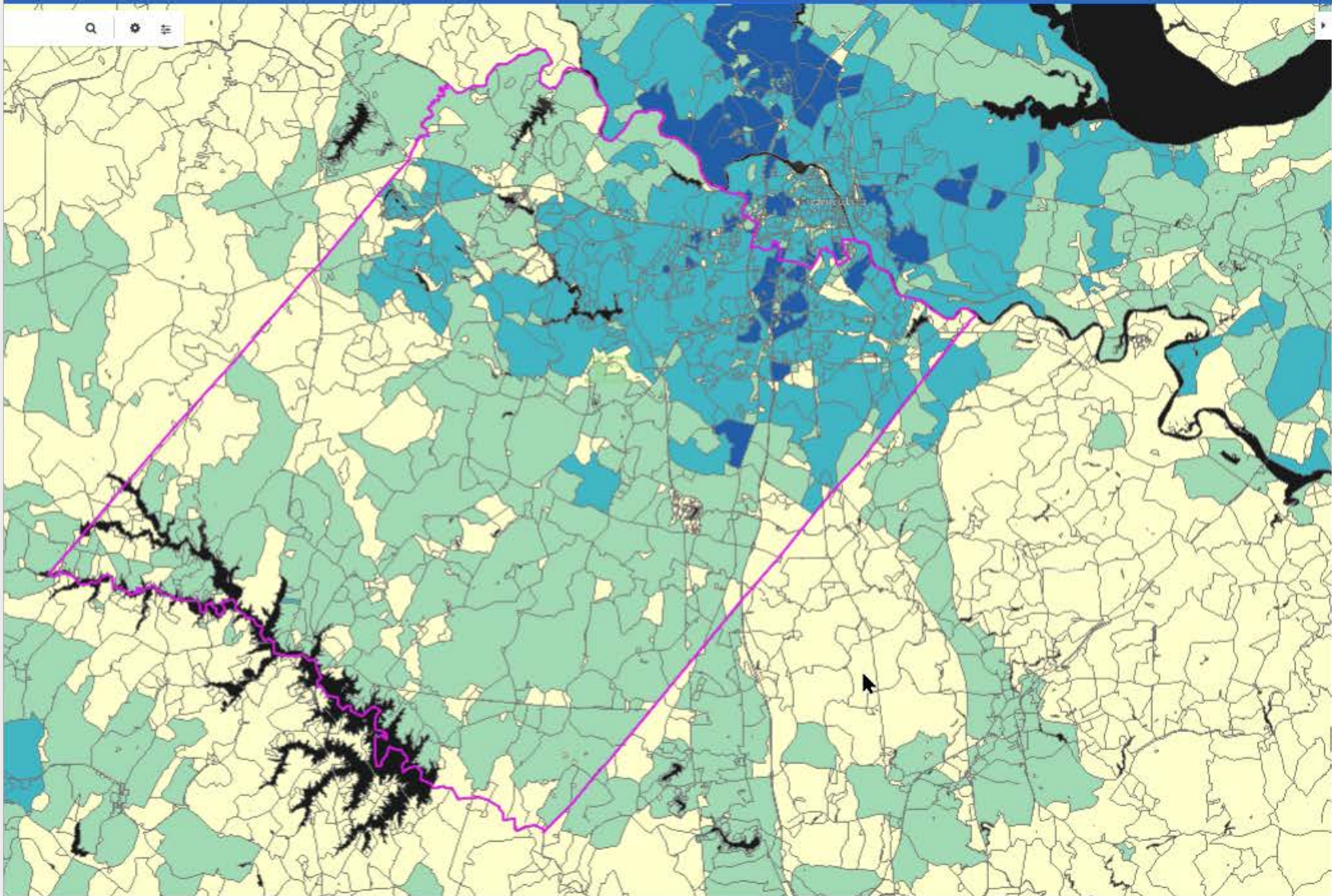
Label Attachment: Attachment A– Derivation of Costs; Attachment B - Documentation of Supporting Costs; Attachment C – Supporting Documentation of Cost Estimates.

## 15: Commonwealth Priorities

\*Additional points will be awarded to proposed projects that reflect Commonwealth priorities. Please describe if any of the proposed projects fit into a larger locality or regional universal broadband plan.

16: Other Information

Any other equitable factor that the Offeror desires to include.



Spotsylvania County, VA

Number of Fixed Residential Broadband Providers

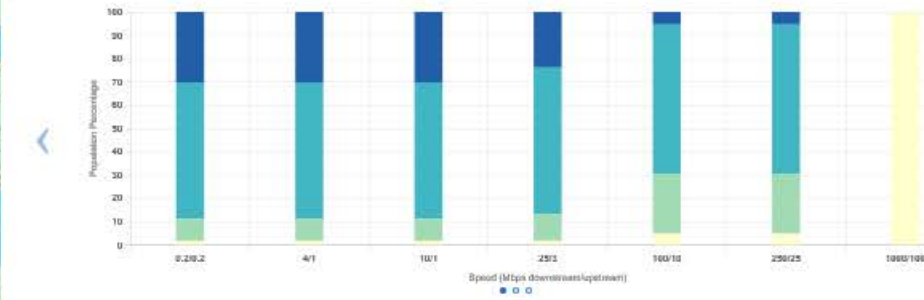


Broadband

Technology Cable, Fiber, Fixed Wireless

Speed  $\geq 100/10$  Mbps

Date June 2020 (latest public release)





**Addendum #1  
to  
Spotsylvania County  
RFP #21-30-TV  
for  
Broadband Expansion Services**

**May 27, 2021**

Addendum #1 to Request for Proposal #21-30-TV is issued in accordance with the RFP Terms & Conditions and is intended to provide additional information and clarification to Offerors.

Addendum #1 consists of one (1) items which is listed below, attached hereto and made a part hereof to RFP #21-30-TV.

**Item 1 – QUESTIONS AND ANSWERS:**

1. **QUESTION:** Will you provide us with a shape file of the map on pg 29 of the RFP please?  
**ANSWER:** The map was generated from this website: [https://broadbandmap.fcc.gov/#/area-summary?version=jun2020&type=county&geoid=51177&tech=acfosw&speed=25\\_3&vlat=38.18465503756718&vlon=-77.661968&vzoom=9.02428057960761](https://broadbandmap.fcc.gov/#/area-summary?version=jun2020&type=county&geoid=51177&tech=acfosw&speed=25_3&vlat=38.18465503756718&vlon=-77.661968&vzoom=9.02428057960761)

The data can be downloaded from this website; however, please note that if Offerors feel there are other sites that can provide more accurate and up-to-date information, such data can be utilized, such as: <https://broadbandmap.fcc.gov/#/data-download>. Many grants are utilizing these particular datasets.

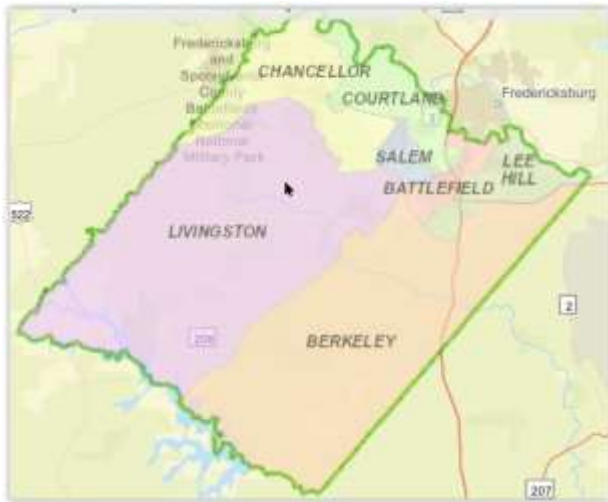
2. **QUESTION:** What is the timeline for the award after June 4<sup>th</sup>?  
**ANSWER: The tentative timeline is for the County to have the Board of Supervisors approve the contract(s) in July or August, 2021.**
3. **QUESTION:** Under section I. Purpose: The first line says Spotsylvania Public Schools. Is service to the schools to be included in the proposal?  
**ANSWER: No, but the County and the Schools intend to collaborate on grants that may only be available to the Schools.**
4. **QUESTION:** Section II. Background Information: The statement reads - "The goal of the County is to extend affordable broadband internet service access to every resident in Spotsylvania County. Spotsylvania County is comprised of approximately 407 square miles and has approximately 135,000 residents".

It further states – “The County seeks one or more qualified private internet service providers (“ISPs”) to expand or construct, deploy, maintain, own and operate a “fee-for-service” broadband network to

provide Internet Service to unserved and underserved areas throughout the County”.

Should the proposal include coverage for the entire county (135,00 residents) or just the areas of unserved and underserved pockets (> 135,000 residents) within the county?

**ANSWER: We are looking for residents who are underserved or unserved, primarily in the Livingston and Berkeley districts of the County. A district map is included for reference. It is important to note, however, that there are pockets of under-served and unserved residents throughout the entire county, and we anticipate that proposers will provide build-out plans that prioritize Livingston and Berkeley residents first, but with future plans to expand throughout the County as an alternative competitive wireless service.**



5. **QUESTION:** The RFP has a very condensed timeline, culminating in a very short window to the due date of June 4<sup>th</sup>. This does not give my company enough time to deploy the resources required to develop a good plan. We build fiber networks and have a wireless partner that we work with. However, I'd have to share the RFP with our partner, make a plan for fiber deployment throughout Spotsylvania County, and our partner would have to make a plan for wireless deployment throughout the county as well, and then we'd both have to build a proposal around the plan. This would take at least 30 days to put together. Can you extend your proposals due date to 7-6-21, or even further so you can get proposal from all qualified vendors?

**ANSWER: The County is not willing to extend the period for this RFP at this time. Please note that the RFP is designed to allow proposers to present a preliminary plan, and if selected, will then be requested to provide a detailed design plan.**

6. **QUESTION:** Is there a resource that you can point us to which reflects "Commonwealth priorities" as mentioned in the RFP and that will be used for evaluation?

**ANSWER: Information related to Commonwealth priorities can be found at <https://www.commonwealthconnect.virginia.gov/what-is-CC>**

**These priorities would be related to any Virginia VATI grant opportunities.**

7. **QUESTION:** Pg 9 of the RFP V. PROPOSAL REQUIREMENT, Paragraph G States: "Offeror shall provide a minimum of three references of other similar size local government entities." Attachment B, Pg 22, states: "...3 References for which the Contractor has provided similar goods/services over the last

5 years similar in Scope to that which is described herein shall be provided with the RFP Package.” For consistency, can we suggest a satisfactory response would reflect: “Offeror shall provide a minimum of three references of similar size endeavors with government entities, commercial customers or large consumer projects.”?

**ANSWER: The county prefers references for other similar size local government entities; however, if these are unavailable, please provide references for commercial customers or large consumer projects. Proposals will be evaluated on references provided.**

8. **QUESTION:** Will the county clarify the definition of background data? Can you confirm that Para BB refers to the design phase only? Can you further clarify that background data, software and other company tools will not be provided to competitors and that the intent is the design work-product is intended for implementation by the designing partner? Perhaps the inclusion of Offeror’s proprietary software and background data is not the intention, but that designs supporting the implementation are expected to be owned by the County?- "...and to all background information, documents and computer software and documentation developed by the Consultant in performing any Contract resulting from this RFP.”

**ANSWER: If the proposer desires to present a proposal with proprietary information, the RFP provides guidelines on how to present and document that information. In order to qualify for various federal and state grants, proprietary information will need to be presented through the grant process; however, it can be protected from competitors provided it is properly identified as proprietary. The County intends to evaluate the ability of each proposer to present viable and sustainable broadband solutions for County residents, and will need to evaluate in-depth information related to the company, the proposed technologies and solutions available, to properly rate each proposer. The information provided through the proposal process remains property of the County; it is not the intent of the County to “own” any solution or technology provided.**

9. **QUESTION:** Please provide the data that creates the map on pg 29 of the RFP

**ANSWER: See question #1**

10. **QUESTION:** Please provide the county’s dataset used to determine “School aged children positively impacted” as referred to in VII. PROPOSAL EVALUATION CRITERIA 3.

**ANSWER: The term “school aged children positively impacted” needs to be changed to “homes that are identified as unserved or underserved”**

11. **QUESTION:** Where (geographically) is Spotsylvania best positioned to provide or negotiate access to bandwidth (e.g. current or preferred network tap points from which we can help by splicing and extending)?

a. Please provide a map or table of coordinates indicating “splice/tap points” for bandwidth that the county has negotiated or believes it can acquire for use in rural broadband delivery.

b. Please associate cost for each “splice/tap point” for:

i. 1G

ii. 10G

iii. 100G

c. Can the county provide or has the county negotiated service level agreements for those “splice/tap points”?

**ANSWER: This information is not available.**



12. **QUESTION:** Attachment D - Proposal Requirements 1.1.A states “\*The Offeror will be required to propose a partnering agreement.” Please provide an example of a Comprehensive partnering agreement and interim agreement generally acceptable to the County such as:

- a. Publicly available PPAE language that the Board and county attorney is familiar with,
- b. Stock language outlining the necessary elements to comply with Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code § 56-575 et seq.) (“PPEA”) that the purpose can be adapted to this particular occasion.
- c. An example available from another county that meets similar criteria.

**ANSWER: The partnering agreement will contain information related to the implementation and performance of what the proposer is proposing in their solution(s) and can be dependent on specific grant criteria selected for specific solutions. Examples of criteria that may be included in a partnering agreement are listed below; the list is not inclusive.**

<b>Category</b>
Project Area
Locations (parcels with addresses)
Contingent on project
Feet of fiber/coax (excluding drops)
Average cost/foot for fiber/coax
Total fiber/coax
Total other distribution equipment
Total electronics/head-end/core
Total cost of capital project
Core network engineering percent complete
Field network engineering percent complete
Number of private easement agreements required
Number of private easement agreements in place
Percent of private easements in place
Percent of pole attachment agreements in place
Percent of required VDOT rights of way complete
Number of facilities requiring make ready work
Number of facilities with make ready work complete
Percent of make ready complete
Feet of fiber/coax in place (excluding drops)
Percent of fiber/coax in place
Percent of other distribution equipment ordered
Percent of other distribution equipment in-hand

Percent of other distribution equipment in-place
Percent of electronics/head-end/core ordered
Percent of electronics/head-end/core in-hand
Percent of electronics/head-end/core in-place
Percent of electronics/head-end/core commissioned
Number of locations notified of service availability
Number of locations (parcels with addresses) passed
Number of locations (parcels with addresses) activated

13. **QUESTION:** Attachment D - Proposal Requirements 1.1.A states “\*The Offeror will be required to propose a partnering agreement.” Please provide an example of a Comprehensive partnering agreement and interim agreement generally acceptable to the County such as:
- a. Publicly available PPAE language that the Board and county attorney is familiar with,
  - b. Stock language outlining the necessary elements to comply with Public-Private Education Facilities and Infrastructure Act of 2002 (Va. Code § 56-575 et seq.) (“PPEA”) that the purpose can be adapted to this particular occasion.
  - c. An example available from another county that meets similar criteria.

**ANSWER: See # 12**

14. **QUESTION:** Page 10 - Section 4 asks for a sample contract form - is it correct to assume this is an example contract for use with customers and not between the county and [us]?

**ANSWER: The County has provided a sample contract form; if the proposer has alternative contract documents to propose, please include those in your submission.**

15. **QUESTION:** Does the county have any E-rate eligible developments they are seeking a partner on?

**ANSWER: None known at this time; however, this is subject to change.**

16. **QUESTION:** Would SC consider a value measure of cost per MB served over a ten (10) year program as an evaluation criteria?

**ANSWER: No.**

17. **QUESTION:** 1.2 A: Please provide an example of subscriber service level agreement that is expected, what parameters to be provided? E.g. would it include latency as a parameter?

**ANSWER: The County expects each proposer to propose their subscriber service level agreements as part of their proposal for review as part of the evaluation process.**

18. **QUESTION:** 14: Project Budget and Cost Appropriateness: What accounting methods will be used for cost allocation for Matching Fund Offerors? IOU methods or GASB?

**ANSWER: The County cannot answer this question as specific grants require specific terms and conditions; however, typically, GASB accounting method is utilized.**

19. **QUESTION:** VII 7 A; Can it be assumed that Population served will be measured by homes passed as well as farms passed apart from those mentioned?

**ANSWER: The population service will be measured by homes passed; farms are not segregated out in the measurements.**

20. **QUESTION:** How does this RFP connect to the current fiber licensees in the county? Would Comcast for example have the opportunity to respond?

**ANSWER: The County already has a franchise agreement with Comcast (and Verizon FIOS and Cox), which allows these entities to collaborate as needed outside this RFP process. Comcast is not precluded from submitting a proposal.**

Offeror shall acknowledge receipt of this Addendum in their RFP response.

*Toni Vaughan*  
\_\_\_\_\_

Toni Vaughan  
Procurement Division Administrator

*May 27, 2021*  
\_\_\_\_\_

Date



**DATA STREAM**  
MOBILE TECHNOLOGIES ♦ BROADBAND ♦ TELECOM

“Building The Technology of Tomorrow”

dsbroadband.com - 877.303.8956

Mrs. Jane Reeve  
8800 Courthouse Road, Room 410  
Spotsylvania, VA 22553

August 19, 2021

Ref: (RFP) #21-30-TV BROADBAND EXPANSION SERVICES

Mrs. Reeve,

This letter is to inform you that Data Stream will commit 15.96% of the total project cost towards the broadband project of **Livingston & Berkeley Districts** of Spotsylvania County. Data Stream will commit in-kind contribution of \$1,500,000 of consumer premises equipment (CPE) and a cash contribution of 10% of the project cost of \$2,517,806. Data Stream total contribution equals \$4,017,806. See page #2

Data Stream is also aware environmental and battlefield area challenges and has hired an acquisition expert to navigate those challenges.

Data Stream is fully aware of the timeline constraints consistent a federal and or state grant (1 year). We are committed to the project completion within a year. We do understand there are some controls out of our hands and may extend the build time and an extension may be warranted.

At the onset of the project Data Stream will submit a template of reports on the project, the projects timeline with milestones, and uptake rates to the county on a monthly basis. The county may submit its own set of reports it would like to see as part of the monthly reports to the county.

<b>Data Stream Broadband Project Contribution</b>	
<b>Item</b>	<b>Amount</b>
Customer Premise Equipment (CPE)	\$ 1,500,000
Cash	\$ 2,517,806
<b>Total Contribution:</b>	<b>\$ 4,017,806</b>

Best Regards,

*Sean Lee*

Sean Lee, CEO/President  
Data Stream Broadband



**DATA STREAM**  
MOBILE TECHNOLOGIES ♦ BROADBAND ♦ TELECOM

“Building The Technology of Tomorrow”

dsbroadband.com - 877.303.8956

---

DATA STREAM TECHNOLOGY 5G HYBRID  
INFRASTRUCTURE MAP BERKELEY &  
LIVINGSTON DISTRICTS

---

Charles Thomas  
cthomas@dsbroadband.com  
877.303.8956

---

## TABLE OF CONTENTS

---

<b>Description</b>	<b>Page</b>
Overview .....	3
Network Summary .....	3
Build Technology Layers .....	3
Infrastructure Diagram .....	4
Additional Services .....	5
Build Plan & Schedule .....	5
Project Cost .....	8
Links to KMZ .....	9
Existing Site Map .....	10
Existing Propagations Maps .....	11
Berkey & Livingstone Sites .....	14
Project Road Coverage .....	15
Infrastructure Map .....	23
In-kind Contributions .....	24
Project Manager Duties .....	24
Attorneys Duties .....	25

---

TABLE OF CONTENTS CONTINUE

---

<b>Description</b>	<b>Page</b>
New Site Propagation Maps .....	25
Consumer Assistance Programs .....	36
12 Month Cash Flow Analysis & Projections .....	38
Officers Bios .....	39







## Overview - Data Stream Deployment Plan in Spotsylvania

Data Stream Broadband’s 5G Capable Hybrid Broadband Deployment Plan insures we will reach the 6,086 unserved and underserved rural homeowners, 303 roads and more than 168 miles (See Appendix C) in the Berkeley and Livingston Districts. The 5G Capable Fixed-Wireless-Fiber build ensures all the homes in each district can be reached in the most expedient way with 100/20 performance and low latency.

The Data Stream hybrid deployment plan incorporates a multi-layer, multi-phase approach, utilizing carrier grade Ericsson 5G Capable Technology and is designed for high performance and expediency. Our Network follows all FCC CBRS requirements and rules. All equipment is FCC approved, licensed, and utilizes the latest 5G Capable Technology.

## Network Summary

Data Stream has developed an expertise in the design and deployment of professionally engineered rural 5G Hybrid Networks. This model utilizes carrier grade equipment that delivers the most flexible and latest technological advancements. The proposed system consists of multiple network layers (Slicing) to deliver performance where it is needed without sacrificing performance, as well all providing enhance data mobility along and an IOT architecture. (See Figure 1)

## Build Technology Layers

**The Fixed Wireless - Non-Line-Of-Site (NLOS) Macro Layer** using high performance 5G capable radios that are expeditiously deployed on existing tower structures or other tall assets that fit into the RF Plan as well as to-be-built new towers..

**The Small Cell - Non-Line-Of-Site (NLOS) Micro Layer** is designed to (a) fill in the gaps between Macro Layers to enhance performance; (b) Provide Fiber-to-the-Premise (FTTP) end points severely cutting the cost to run fiber in very sparsely populated areas. Small Cell sites are deployed with 5G capable radios assuring continuation of the high performing network.

**Fiber-to-the-Premises (FTTP) - Layer** is designed to bring fiber service directly into a community without the extended time and cost to extend fiber down long stretches of roads that are sparsely populated. Fiber can be run into communities along roads connecting driveways. Data Stream estimates there will be 50 – 75 miles of fiber needed in the Berkeley and Livingston Districts. Data Stream estimates fiber fill-in runs at each site to be 2 – 3 miles. Data Stream is a CLEC which gives it access to utility assets to run fiber as well.

**IOT Architecture Design** - all the county to realize and have the ability for future expansion and functionality for smart city technology. sensors that digitalizing entire traffic systems, accelerating agriculture digitalization, connecting every aspect of the business, and farming accelerating agriculture digitalization are just a few of the advanced features of the Data Stream IOT Architecture Design.

## Data Stream Broadband Infrastructure Diagram-Spotsylvania County

The Data Stream Rural Model - How Data Stream Broadband Infrastructure Supporting 100/20 Service in Spotsylvania County

1. Fixed Wireless - Ericsson 5G Technology;
2. Small Cell Technology - Ericsson 5G Technology
3. *Fiber-to-the-Premise*;
4. Licensed Backhaul Transport (*Eliminate High -Cost Fiber Runs & By-Pass Environmental Sensitive Areas*)
5. Network Operations Center (NOC);
6. Mobility Layer - Improved cellular service throughout the network
7. IOT Architecture - Everything in our physical world all seamlessly securely connected!

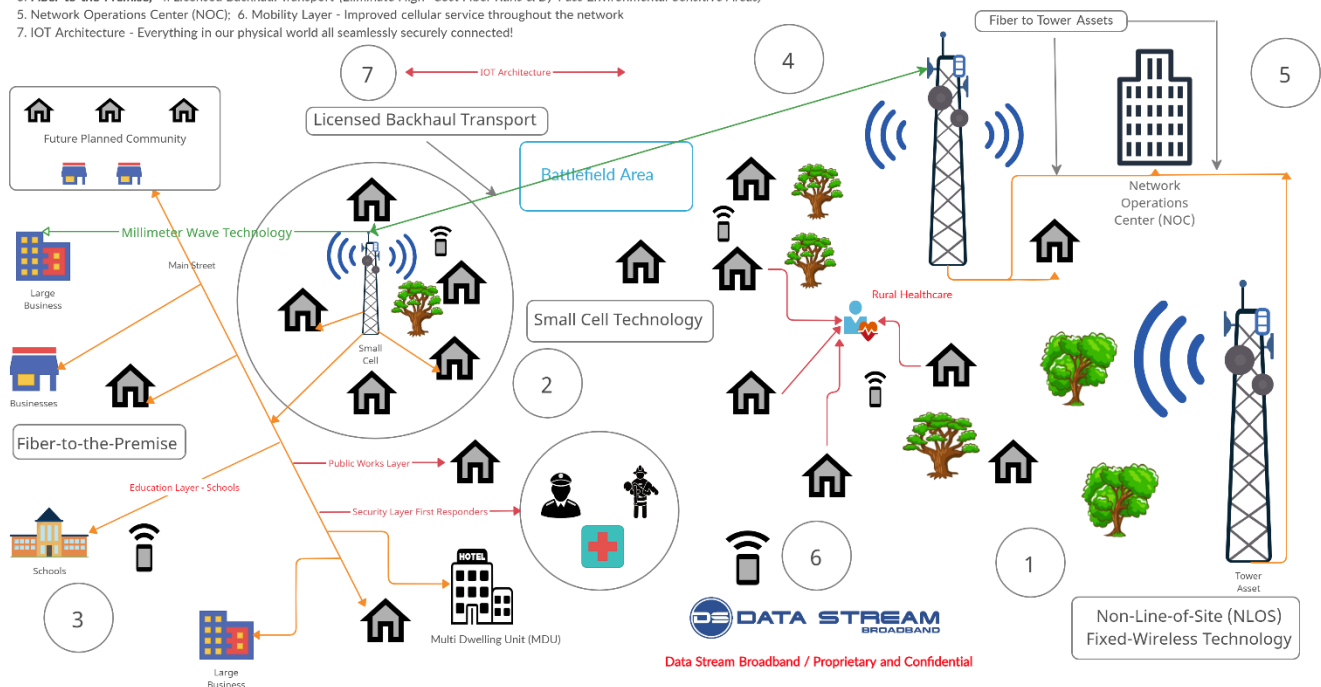


Fig 1 – Click picture for larger view

**Priority & Security Layers** - The Data Stream 5G Capable Network is designed as a single will function with the ability to operate as many separate networks – all at the same time. This 5G technology is called network slicing. Slices of the network will be tailored for a specific purpose and act as its own independent network. Each slice is optimize by the characteristics needed for a specific service (i.e., Public Safety) without wasting resources on things it doesn't need. Our smart 5G Core that makes slicing possible, which also guarantees the connection and performance that each slice is set up to deliver.

**Mobility Layer** is a value-added layer to the Macro and Micro Layers enhancing mobile device coverage and performance within the Data Stream network. The ability to communicate via cell service on rural roads is a key safety component often forgotten. As more devices are connected our 5G capable network mitigates congestion issues by intelligently transmitting to each device, with high precision therefore raising the performance of each device, Thus our devices are available when we need them at the most critical times.

## Additional Services Delivered Through Our Network

**IPTV (Internet Protocol Television)** with live and local channels a Data Stream delivered service.

**VOIP (Voice Over Internet Protocol)** a Data Stream delivered service.

**Gigablast Router Wifi Service**, optimized internet for whole home WiFi 6 coverage a Data Stream delivered service; available services include.

## Build Plan & Schedule

Network Design – The Build Plan is designed to be efficient and not totally dependent on other factors that may slow the process. The build will have multiple activities occurring simultaneously.

- **Phase I – Month 1**
  - Site acquisition team begins the process of acquiring build locations in the RF search rings. (See Appendix A – Livingston/Berkeley KMX Sites)
  - Renew, revise RF Plan as needed, revisit environmental requirements.
  - Meet with public Safety stakeholders to setup public safety slice of network.
  - Meet with School representative to access needs.

- Submit Monthly and Quarterly Milestone Reports
- Begin marketing campaign within the county.
- Revise current deployment to close gaps in coverage areas.
- Immediately acquire permits and deploy on existing sites in the RF Plan.
  - -77.75679838.278228 *EXIST01 (Orange Plank II)*
  - -77.56653 38.10319 *EXIST03 (Stanfield Rd)*
- Begin site acquisition and leasing of new build RF sites
  - -77.63612138.17592608 10 *DSB-1*
  - -77.73740338.15921908 9 *DSB-10*
  - -77.80625438.14105308 5 *DSB-11*
  - -77.84525638.10829808 1 *DSB-12*
  - -77.90785838.12833208 6 *DSB-13*
  - -77.82742138.19019308 8 *DSB-14*
  - -77.80474638.22460592 2 *DSB-15*
  - -77.76242938.24122092 3 *DSB-16*
  - -77.70766638.24106708 4 *DSB-17*
  - -77.65054738.27333508 13 *DSB-18*
  - -77.56171438.15231192 11 *DSB-2*
  - -77.64578238.12939708 14 *DSB-3*
  - -77.61149738.09854308 16 *DSB-4*
  - -77.58890238.05544808 18 *DSB-5*
  - -77.64889638.05940708 12 *DSB-6*
  - -77.67928238.02139308 15 *DSB-7*
  - -77.68295 38.08840108 17 *DSB-8*
  - -77.75162838.07898008 7 *DSB-9*
  -

- **Phase 2 – Month 2 - 3**

- Execute first site leases and begin initial construction.
- Meet with county stakeholders to devise reporting templates.
- Develop and supply the build plan detailed Gant Chart.
- Begin Small cell site acquisitions to close gaps in coverage.
- Incorporate new sites in the CBRS SAS.
- Execute Public Safety Network Slice and Test System.
- Implement Public Network Slice.
- Implement School Network Slice.
- Implement Mobility Layer.
- Conduct Onboarding and Commission of new sites.

- Meet with county and environmental stakeholders to define no-disturbance areas within the county.
- Begin Phase 1 Small Cell and Fiber deployments.
- Host community forum on the project.
  
- **Phase 3 – Month 4 - 8**
  - Complete all site acquisitions and execute leases.
  - Update new sites in the CBRS SAS.
  - Begin Construction on new sites.
  - Submit Monthly and Quarterly Milestone Reports
  - Expand Mobility Layer to new sites.
  - Conduct Onboarding and Commission of new sites.
  - Begin Phase 2 Small Cell and Fiber deployments
  - Host community forum on the process of the project.
  
- **Phase 5 – Month 8 – 12**
  - Update new sites in the CBRS SAS.
  - Resolve final site acquisition and leases
  - Begin construction on final new sites
  - Submit Monthly and Quarterly Milestone Reports
  - Expand Mobility Layer to new sites.
  - Conduct Onboarding and Commission of new sites.
  - Begin Phase 3 Small Cell and Fiber deployments
  - Host community forum on the process of the project.
  
- **Phase 6 – Month 12 – 18**
  - Update new sites in the CBRS SAS.
  - Complete Construction on the final sites
  - Complete Small cell and Fiber builds.
  - Submit Monthly and Quarterly Milestone Reports
  - Expand Mobility Layer to new sites.
  - Conduct Onboarding and Commission of final sites.
  - Complete Small Cell and Fiber deployments
  - Host community forum on the process of the project.
  - Get county sign-off on project.

## Project Cost – Berkeley and Livingston Districts

<i>Underserved-Unserved / Total Household Counts</i>	<i>* 6056/12,270</i>	<i>Berkeley Livingston</i>
<i>Total Sites Buid</i>		<b>22</b>
<i>Broadband RF &amp; Engineering</i>		<b>22</b>
<i>Site Acquisition &amp; Leasing</i>		<b>18</b>
<i>DSB Macro Deployment</i>		<b>13</b>
<i>DSB Micro Deployment</i>		<b>5</b>
<i>DSB Fiber Deployment (Est. Miles)</i>		<b>70</b>
<i>Macro Cell New Tower Build</i>		<b>14</b>
<i>Small Cell New Tower Build</i>		<b>4</b>
<i>Exisiting Tower Leasing</i>		<b>4</b>
DSB Macro Deployment	\$ 334,237.15	\$ 4,345,083
DSB Micro Deployment	\$ 58,703	\$ 293,515
DSB Macro Tower New Build	\$ 495,850	\$ 6,941,900
DSB Micro Tower New Build	\$ 173,650	\$ 694,600
DSB Fiber Deployment	\$ 12,000	\$ 840,000
Broadband RF and Engineering	\$ 36,400	\$ 800,800
Site Acquisition	\$ 120,000	\$ 2,160,000
Mobility Layer	\$ 374,180	\$ 8,231,965
Spectrum	\$ 500,000	\$ 500,000
Existing Tower Leasing	\$ 300	\$ 1,200
Legal	\$ 200,000	\$ 200,000
Project Manager	\$ 169,000	\$ 169,000
<b>Totals</b>	<b>\$ 2,474,320</b>	<b>\$ 25,178,063</b>

\* **6,056** – Total Unserved and Underserved in coverage areas

**5,871** – Totals homes in Berkeley

**6,399** – Totals homes in Livingston

**12,270** – Total combines households

Combined households are from latest census data.

## KMZ RF Site Locations, Berkeley & Livingston

All files will open in Google Earth

### Existing Sites

[https://drive.google.com/file/d/16j2bosaMg0wcbLI5UGxXc-1YFPI\\_0rUP/view?usp=sharing](https://drive.google.com/file/d/16j2bosaMg0wcbLI5UGxXc-1YFPI_0rUP/view?usp=sharing)

### Macro Layer – KMZ

[https://drive.google.com/file/d/1Wex-DEJ\\_sl3qfFDNQ5xoPvXtTiHzzGjC/view?usp=sharing](https://drive.google.com/file/d/1Wex-DEJ_sl3qfFDNQ5xoPvXtTiHzzGjC/view?usp=sharing)

### Micro Layer (Small Cell) – KMZ (Potential Sites)

<https://drive.google.com/file/d/12h1U7b73Aj2bUMw-8nIAxStsI2femKhi/view?usp=sharing>

### Initial Fiber Location Runs

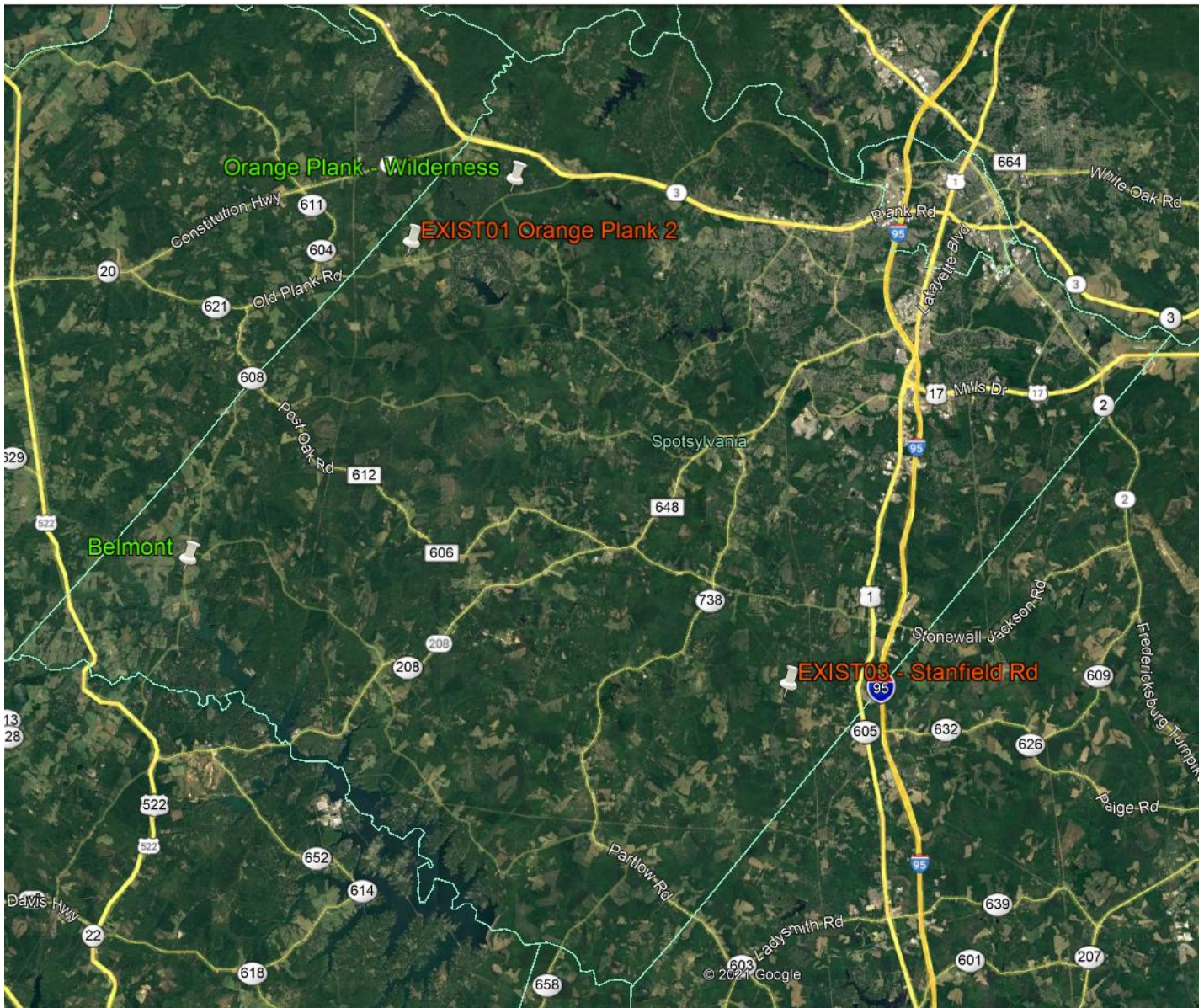
[https://drive.google.com/file/d/18AmLEujMb3sjHIFli7Z3FJ6-Qo6gi06\\_/view?usp=sharing](https://drive.google.com/file/d/18AmLEujMb3sjHIFli7Z3FJ6-Qo6gi06_/view?usp=sharing)

### Roads with Unserved and Underserved Locations

<https://drive.google.com/file/d/1aga-BWfUkkSL36SubM8FqgoO1-tENOM3/view?usp=sharing>

## Layered Coverage Maps

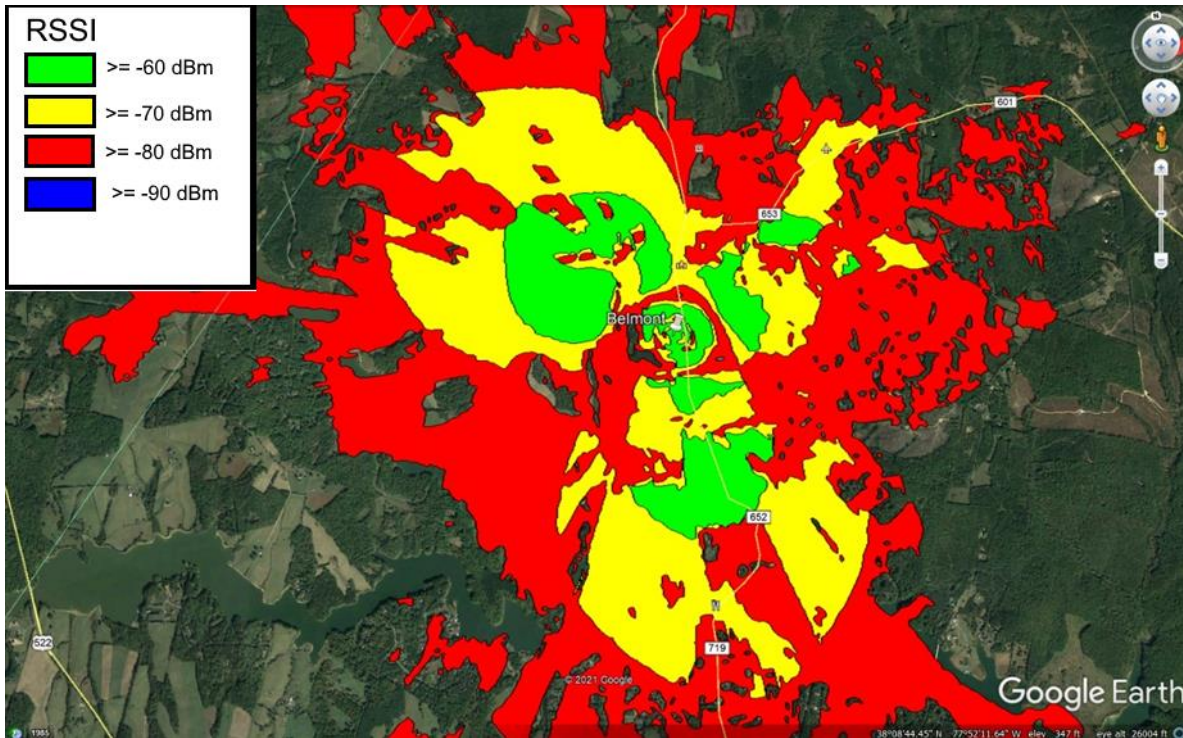
### Existing Sites w/ Current Coverage



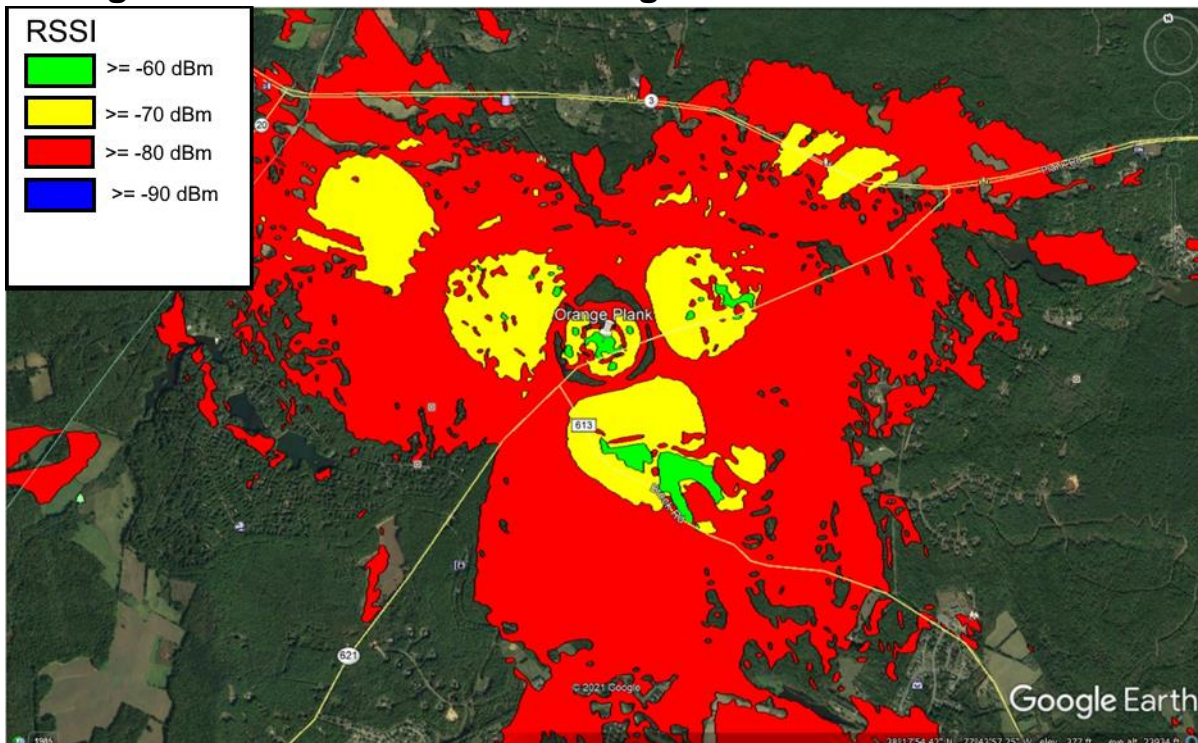
## Site Propagation Maps



### Belmont Current Coverage Area

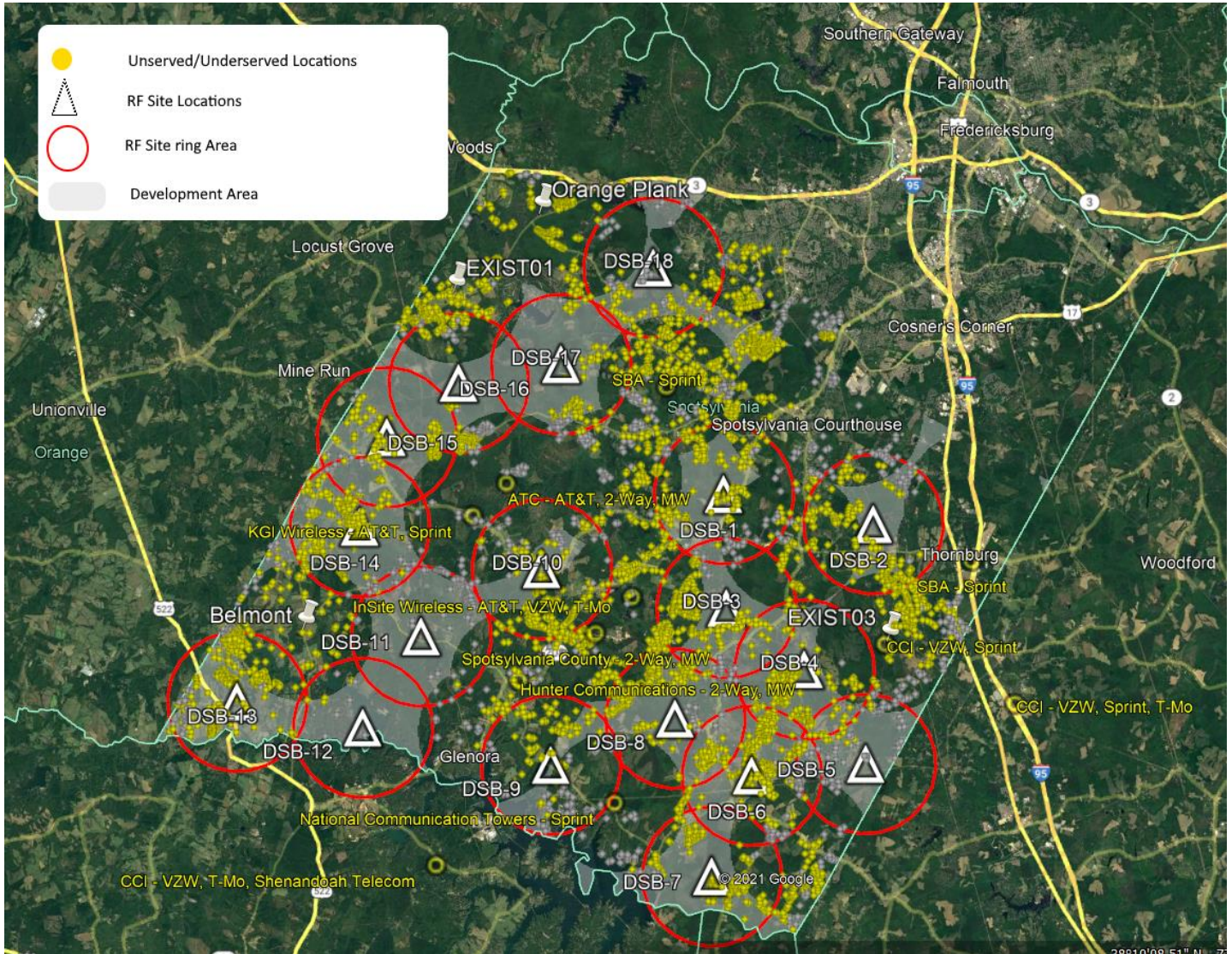


### Orange Plank – Wilderness Coverage Area

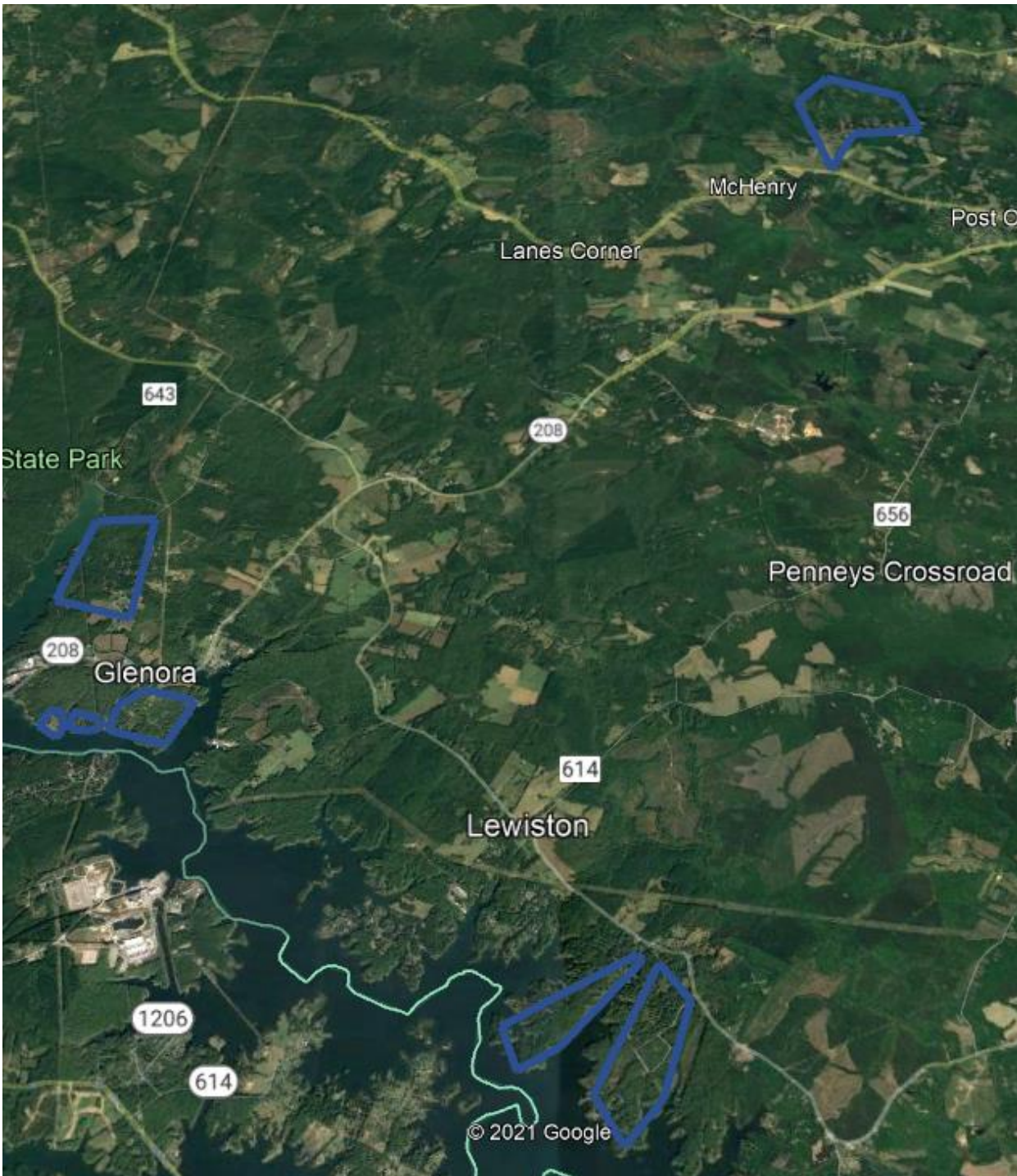


# Berkely & Livingston Coverage Maps

## Berkeley and Livingston Planned New Sites

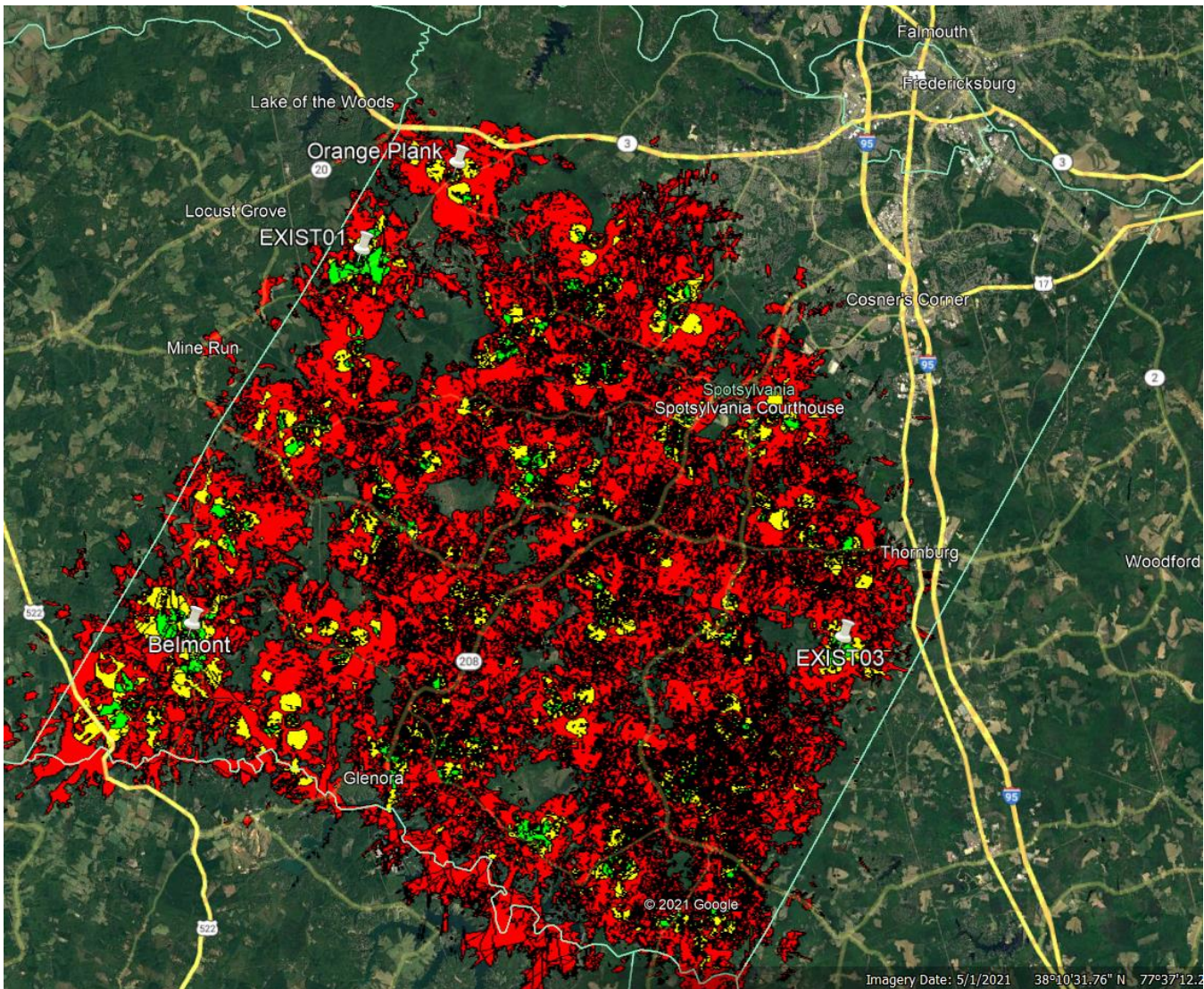


## Initial Potential Fiber Build\*



\* Fiber maps will grow as Macro and Small Cell gaps in the Fixed Network become apparent. This KMZ Map will be updated in the process. The final fiber map is based on filling unreached areas of the county assuring all residence have high speed performance.

## Berkeley and Livingston Unserved /Underserved Planned Coverage



The coverage area above represents the Data Stream 5G Multi-Layer Fixed-Wireless/Fiber Project in Spotsylvania County. According to the latest census information the area has **11,930 residences** of which 6,056 qualify as unserved or underserved. The Data Stream project will make service available to all 11,930 residences in the Berkeley and Livingston District.

## Designated Project Coverage By Road

Adamson Ln	0.797213	Spotsylvania County
Agecroft Rd	0.308426	Spotsylvania County
Alta Vista Ln	0.722196	Spotsylvania County
AMEN COR	0.151967	Spotsylvania County
AMERICA LN	0.174666	Spotsylvania County
Angle Way	0.193087	Spotsylvania County
Arcadia Rd	0.954961	Spotsylvania County
ARCHWOOD LN	0.228757	Spotsylvania County
Arcon Way	0.087189	Spotsylvania County
Arrow Wood Dr	0.377083	Spotsylvania County
Asdee Ln	0.335315	Spotsylvania County
Ashcraft Way	0.092007	Spotsylvania County
Astarita Ave	0.780925	Spotsylvania County
AUSTIN RIDGE RD	0.347401	Spotsylvania County
Autumn Ln	0.332593	Spotsylvania County
Avon Dr	0.610038	Spotsylvania County
BABE BOY SCHOOLER DR	0.682915	Spotsylvania County
Barbara Ln	0.158652	Spotsylvania County
Battlefield Dr	0.368362	Spotsylvania County
Bear Lake Dr	0.496118	Spotsylvania County
Bear Tree Ln	0.181814	Spotsylvania County
Beaver Ln	0.690308	Spotsylvania County
Berkeley Dr	0.0622	Spotsylvania County
Best Way	0.293572	Spotsylvania County
Bettina Way	0.245027	Spotsylvania County
Black Rd	0.173713	Spotsylvania County
Blanton Rd	2.274749	Spotsylvania County
Blaydes Corner Rd	1.188938	Spotsylvania County
Blaydes Corner Rd	0.40601	Spotsylvania County
BLAZING SADDLES LN	0.2907	Spotsylvania County
Block House Rd	0.844332	Spotsylvania County
Block House Rd	1.6675	Spotsylvania County
Bran-De Rose Dr	0.175106	Spotsylvania County
Brandon Ray Ln	0.463472	Spotsylvania County
Breaknock Rd	0.616102	Spotsylvania County
Breeze Way	0.104515	Spotsylvania County
Brookrun Ct	0.221404	Spotsylvania County
Browns Farm Rd	0.571238	Spotsylvania County

## Designated Project Coverage By Road (Cont.)

Buckeye Ln	0.10458	Spotsylvania County
BUCKLAND RD	0.501595	Spotsylvania County
Burnleigh St	0.311728	Spotsylvania County
Cabin View Ln	0.397866	Spotsylvania County
CARNEAL LN	0.38318	Spotsylvania County
Catharpin Rd	2.765076	Spotsylvania County
Cattail Branch Ln	0.555534	Spotsylvania County
CHANCELLOR MEADOWS LN	0.401941	Spotsylvania County
CHERRY GROVE LN	0.63461	Spotsylvania County
Church Pond Rd	0.449795	Spotsylvania County
Claiborne Plantation Way	0.466302	Spotsylvania County
Clarendon Ct	0.107909	Spotsylvania County
CLOVER GREEN DR	0.888082	Spotsylvania County
Coach Four Ln	0.221299	Spotsylvania County
COOKTOWN RD	0.822006	Spotsylvania County
Cooley Ln	0.313701	Spotsylvania County
Corbin Ln	0.335155	Spotsylvania County
Country Rd	1.033926	Spotsylvania County
Courthouse Rd	1.207568	Spotsylvania County
Courtneys Ln	0.532549	Spotsylvania County
Cross Creek Ln	0.835563	Spotsylvania County
Crystal Ln	0.267124	Spotsylvania County
Cunningham Ct	0.199673	Spotsylvania County
Curtis Ln	0.725454	Spotsylvania County
Custers Trce	1.407264	Spotsylvania County
DANA CT	0.126194	Spotsylvania County
Darcy Ln	0.174052	Spotsylvania County
Darden Ct	0.17011	Spotsylvania County
DEER PATH LN	0.234736	Spotsylvania County
Deerwood Ln	0.647119	Spotsylvania County
Delta Ln	0.079985	Spotsylvania County
Diamond Ln	0.661142	Spotsylvania County
Dickerson Rd	0.424949	Spotsylvania County
Dominique Dr	0.11777	Spotsylvania County
Dominique Dr	0.051898	Spotsylvania County
Dorchester Ct	0.283435	Spotsylvania County
DOROTHY LN	0.455003	Spotsylvania County
Downstream Ct	0.121181	Spotsylvania County

## Designated Project Coverage By Road (Cont.)

Duerson Ln	1.898575	Spotsylvania County
DUSTY LN	0.269169	Spotsylvania County
Edgewood Farm Ln	0.467183	Spotsylvania County
Ellen Dr	0.237679	Spotsylvania County
Emmitts Rd	0.40153	Spotsylvania County
Fairley Ln	0.351896	Spotsylvania County
Faith Haven Trl	0.144239	Spotsylvania County
FAULKNER LN	0.159946	Spotsylvania County
Fauntleroy Ln	0.337011	Spotsylvania County
FIVE ACRE PL	0.130043	Spotsylvania County
Flippo Dr	2.615587	Spotsylvania County
Flowere Ln	0.307063	Spotsylvania County
Forest Green Ln	0.375862	Spotsylvania County
Forest Rd	0.129118	Spotsylvania County
Forest Rd	0.117372	Spotsylvania County
Forest View Dr	0.464546	Spotsylvania County
Fox Ridge Rd	0.749187	Spotsylvania County
Fox Trl	0.421082	Spotsylvania County
FOXWOOD LN	0.423678	Spotsylvania County
Gabriel Ct	0.479861	Spotsylvania County
Gaby Ln	0.86192	Spotsylvania County
Gardner Farm Rd	0.515013	Spotsylvania County
GERIS LN	0.438578	Spotsylvania County
Gibson Ln	0.097886	Spotsylvania County
Ginger Ln	0.293013	Spotsylvania County
Glady Fork Rd	0.18284	Spotsylvania County
Glebe Estates Rd	0.210811	Spotsylvania County
Glebe Run Rd	0.266239	Spotsylvania County
Gordon Rd	1.8089	Spotsylvania County
Grace Hl	0.486083	Spotsylvania County
Grady Ln	0.312347	Spotsylvania County
GRAND HILL RD	0.479411	Spotsylvania County
Gravel Dr	0.094129	Spotsylvania County
Greenbranch St	1.141831	Spotsylvania County
H D Trl	0.415607	Spotsylvania County
Hacketts Cliff Rd	0.829814	Spotsylvania County
Hadamard Rd	0.96558	Spotsylvania County
Hams Ct	0.253086	Spotsylvania County

## Designated Project Coverage By Road (Cont.)

Hancock Rd	1.60056	Spotsylvania County
HARTLEY LN	0.070989	Spotsylvania County
Hathaway Ln	0.547287	Spotsylvania County
Hatteras Ct	0.099097	Spotsylvania County
HERITAGE VILLAGE CT	0.29238	Spotsylvania County
Heron Pointe Ct	0.035088	Spotsylvania County
Heron Pointe Way	0.961261	Spotsylvania County
Hickory Ridge Rd	1.505669	Spotsylvania County
High View Ln	0.230431	Spotsylvania County
Highclere Ct	0.157267	Spotsylvania County
Highclere Ln	0.624924	Spotsylvania County
Hollo Way	0.332955	Spotsylvania County
Holly Dr	0.77326	Spotsylvania County
HOMESTEAD DR	0.504592	Spotsylvania County
Horseshoe Dr	0.856051	Spotsylvania County
Horseshoe Spur	0.142701	Spotsylvania County
Horton Ln	0.498593	Spotsylvania County
HOUSTON LN	0.181593	Spotsylvania County
Hummingbird Ln	0.486648	Spotsylvania County
Humphries Dr	0.072732	Spotsylvania County
HUNTERS POND DR	0.372634	Spotsylvania County
HUNTERS TRACE WAY	0.368772	Spotsylvania County
Irvine St	0.33543	Spotsylvania County
Iva Ln	0.204024	Spotsylvania County
Ivory Ln	0.425315	Spotsylvania County
Jackson Trl E	2.791851	Spotsylvania County
JARRELL LN	0.286448	Spotsylvania County
Jasper Ln	0.30416	Spotsylvania County
Jefferson Davis Hwy	4.261731	Spotsylvania County
Jennings Ln	0.662614	Spotsylvania County
Joeys Ln	0.147989	Spotsylvania County
John Deere Trl	0.55232	Spotsylvania County
Joshua Farm St	0.146699	Spotsylvania County
Journeys End Rd	0.67968	Spotsylvania County
KELSEY CIR	0.124732	Spotsylvania County
KIRK LN	0.169813	Spotsylvania County
Kleineidam Way	0.258762	Spotsylvania County
Labrador Ln	0.206053	Spotsylvania County



## Designated Project Coverage By Road (Cont.)

LAKE NAN WAY	1.17162	Spotsylvania County
Laken Woods Dr	0.060872	Spotsylvania County
Lakeside Woods Dr	0.178319	Spotsylvania County
Landrum Oaks Ln	0.27791	Spotsylvania County
Landrum Oaks Ln	0.27791	Spotsylvania County
Landrum Rd	0.359203	Spotsylvania County
Lanes Corner Rd	0.908538	Spotsylvania County
Langdon Ct	0.137194	Spotsylvania County
LIGHT LN	0.470749	Spotsylvania County
LILLIAN LN	0.334557	Spotsylvania County
Linden Hall Ct	0.490479	Spotsylvania County
Little Acres Ln	0.661202	Spotsylvania County
Little Field Way	0.27234	Spotsylvania County
Little Odd Ln	0.559181	Spotsylvania County
Long Acres Ln	0.294677	Spotsylvania County
Longmont Ct	0.048796	Spotsylvania County
Lucks Rd	0.332406	Spotsylvania County
Lynch Ln	0.248794	Spotsylvania County
Lyndhurst Ct	0.039971	Spotsylvania County
Marengo Plantation Ln	0.673097	Spotsylvania County
Margaret Ln	0.240546	Spotsylvania County
MARGO RD	1.034134	Spotsylvania County
Martin Ln	0.27533	Spotsylvania County
Martins Ridge Rd	0.234766	Spotsylvania County
Marye Rd	0.567869	Spotsylvania County
Massaponax Church Rd	6.064487	Spotsylvania County
Massey Rd	0.309206	Spotsylvania County
Mastin Ln	0.607267	Spotsylvania County
Maxson Ct	0.307311	Spotsylvania County
Mcgrath Ln	0.338517	Spotsylvania County
Meadows Run	0.553856	Spotsylvania County
Mill Pond Rd	1.439057	Spotsylvania County
Mitzi Dr	0.116528	Spotsylvania County
Moon Shadow Ln	0.26916	Spotsylvania County
Moss Ln	0.275516	Spotsylvania County
Mountain View Dr	0.979559	Spotsylvania County
Much A Nuttin Ln	0.625762	Spotsylvania County
Muddy Way	0.142123	Spotsylvania County

## Designated Project Coverage By Road (Cont.)

Neves Rd	0.255037	Spotsylvania County
NEW CHAPEL RD	0.153589	Spotsylvania County
Newell Ln	0.457918	Spotsylvania County
NEXT TO NEVER LN	0.283843	Spotsylvania County
Northlake Dr	0.290752	Spotsylvania County
Nottingham Dr	0.415258	Spotsylvania County
Old Elys Ford Rd	0.116977	Spotsylvania County
Olive View Dr	0.091377	Spotsylvania County
Orchard Ln	0.495921	Spotsylvania County
Our Pl	0.13	Spotsylvania County
Outer Banks Ln	0.319337	Spotsylvania County
PALMEDA LN	0.278026	Spotsylvania County
Parker Ln	0.978045	Spotsylvania County
Parks Farm RD	0.345457	Spotsylvania County
Partlow Rd	1.920313	Spotsylvania County
Partlow Rd	3.237486	Spotsylvania County
Patricks Ln	0.355862	Spotsylvania County
PELHAM DR	0.470505	Spotsylvania County
Pendleton Farm Rd	0.480906	Spotsylvania County
Pine Acres Way	0.418609	Spotsylvania County
Pine View Ln	0.421948	Spotsylvania County
Pinebrook Ct	0.408297	Spotsylvania County
PINEHURST LN	0.482303	Spotsylvania County
Pineridge Dr	0.311443	Spotsylvania County
Piney Branch Rd	0.126635	Spotsylvania County
Post Oak Rd Ext	6.509374	Spotsylvania County
Prayer Way	0.416881	Spotsylvania County
Quince Rd	0.420017	Spotsylvania County
RAILROAD LN	0.326668	Spotsylvania County
Ranger Ln	0.117593	Spotsylvania County
Red Earth Ln	0.258303	Spotsylvania County
Red Fox Dr	0.053888	Spotsylvania County
Renfield Ct	0.02984	Spotsylvania County
Riparian Ct	0.307686	Spotsylvania County
River Crest Ct	0.279935	Spotsylvania County
River Will Rd	0.079637	Spotsylvania County
Riverside Farm Ln	0.44174	Spotsylvania County
Robert E Lee Dr	3.862082	Spotsylvania County

## Designated Project Coverage By Road (Cont.)

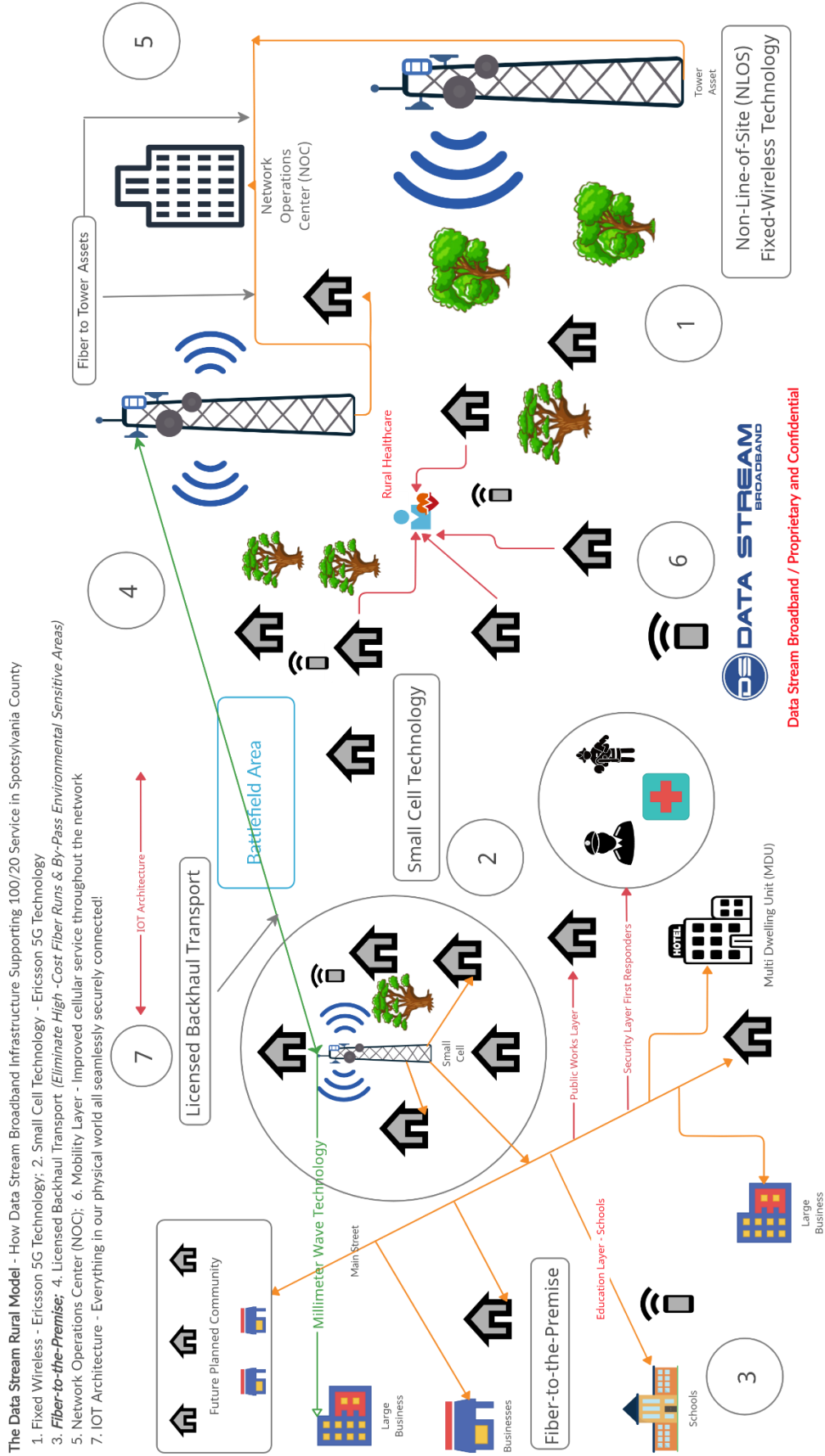
Royal Ct	0.128023	Spotsylvania County
RUMSEY LN	0.562083	Spotsylvania County
S HUNTERS TRACE WAY	0.087349	Spotsylvania County
SALE GREENE LN	0.233542	Spotsylvania County
Sandy Lane Dr	1.321463	Spotsylvania County
Sandy Ln	0.349482	Spotsylvania County
Schooler Pond Dr	0.285382	Spotsylvania County
Scotts Dale Ln	0.105972	Spotsylvania County
Scotts Farm Rd	0.195852	Spotsylvania County
Seays Rd	1.087931	Spotsylvania County
Shannon Meadows Ln	0.109261	Spotsylvania County
Shepherds Holw	0.5019	Spotsylvania County
Shepherds Rd	2.122712	Spotsylvania County
Shepherds Way	0.257129	Spotsylvania County
Silas Hicks Dr	0.44469	Spotsylvania County
Simpsons Ln	0.441223	Spotsylvania County
Singing Wood Ct	0.170047	Spotsylvania County
Skyrocket Ln	0.178691	Spotsylvania County
Sleepy Hollow Dr	0.178663	Spotsylvania County
Smith Rd	1.099391	Spotsylvania County
Southlake Dr	1.00655	Spotsylvania County
Stewart Rd	0.933101	Spotsylvania County
Stoneshire Ct	0.133493	Spotsylvania County
SULLIVAN RD	0.742352	Spotsylvania County
Sunnybrooke Farm Rd	1.175477	Spotsylvania County
Sutters Rd	0.438172	Spotsylvania County
Swan Ln	0.064366	Spotsylvania County
Swathmore Way	0.383732	Spotsylvania County
Swift Rd	1.043777	Spotsylvania County
Swissvale Dr	0.153686	Spotsylvania County
Sycamore Shoals Dr	0.409183	Spotsylvania County
TALL PINES LN	0.094035	Spotsylvania County
Tanglewood Dr	1.144658	Spotsylvania County
Tanglewood Rd	1.585412	Spotsylvania County
Tarrington Way	0.84014	Spotsylvania County
TAYLOR RIDGE WAY	0.923928	Spotsylvania County
Terembes Ln	0.109772	Spotsylvania County
Thornbrook Ln	0.607733	Spotsylvania County

## Designated Project Coverage By Road (Cont.)

Towles Mill Rd	2.035791	Spotsylvania County
TRACY LN	0.110211	Spotsylvania County
Tribble Rd	0.321603	Spotsylvania County
Tributary Ct	0.104979	Spotsylvania County
TURMAN MEWS WAY	0.133176	Spotsylvania County
Tyler Ln	0.276707	Spotsylvania County
VINTAGE LN	0.111204	Spotsylvania County
W Ridge Ct	0.131859	Spotsylvania County
Wade St	0.232551	Spotsylvania County
Wallers Rd	0.985236	Spotsylvania County
WARE RD	0.477032	Spotsylvania County
Warwick Plantation Ln	0.759522	Spotsylvania County
Water Front Ct	0.061989	Spotsylvania County
WEBB LN	0.876789	Spotsylvania County
WEST LAKE CIR	0.119891	Spotsylvania County
WHEELER RD	0.615175	Spotsylvania County
Whelan Way	0.157119	Spotsylvania County
WHITE ROCK TRL	0.135489	Spotsylvania County
Wildlife Run	0.432933	Spotsylvania County
Wilkshire Way	0.2823	Spotsylvania County
Willies Ln	0.25053	Spotsylvania County
Willistown Ln	0.238782	Spotsylvania County
Willow Ridge Ln	0.279667	Spotsylvania County
Willow Ridge Way	0.945639	Spotsylvania County
Wilton Ln	0.589651	Spotsylvania County
Winding Rd	1.378099	Spotsylvania County
WINDY ACRES LN	1.101267	Spotsylvania County
WINDY ACRES LN	0.682608	Spotsylvania County
Wood Ln	0.137466	Spotsylvania County
WOODCREST WAY	0.152993	Spotsylvania County
Wooded Way	0.348732	Spotsylvania County

## Infrastructure Map

# Data Stream Technology 5G Hybrid Infrastructure Map Berkeley & Livingston Districts



## Data Stream In-Kind Project Contribution

Data Stream will commit 15.9% of the total project cost towards the broadband project of *Livingston & Berkeley Districts* of Spotsylvania County. The Data Stream financial commitment is as follows, in-kind contribution of \$1,500,000 of consumer premises equipment (CPE) and a cash contribution of 10% of the project cost of \$2,517,806. Data Stream total contribution equals \$4,017,806.

Data Stream is also keenly aware environmental and battlefield area challenges and has hired an acquisition expert to navigate those challenges.

Data Stream is fully aware of the timeline constraints consistent a federal and or state grant (1 year). We are committed to the project completion within a year. We do understand there are many factors in maintaining an aggressive schedule for such a project as this. Each team member and our vendors are committed to this schedule with milestones and measures in place to maintain such a schedule.

At the onset of the project Data Stream will submit a template of reports on the project, the projects timeline with milestones, and uptake rates to the county on a monthly basis. The county may submit its own set of reports it would like to see as part of the monthly reports to the county.

Data Stream Broadband Project Contribution	
Item	Amount
Customer Premise Equipment (CPE)	\$ 1,500,000
Cash	\$ 2,517,806
<b>Total Contribution:</b>	<b>\$ 4,017,806</b>

## Project Manager Duties

The Data Stream project managers activities are listed but not limited to the list below:

- Activities Planning
- Organizing The Project Team Performing the Work
- Delegating Teams
- Controlling Time Management
- Manage Deliverables
- Monitor and Report Progress

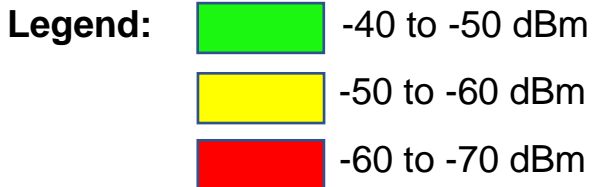
- Establish Regular Meetings Schedule
- Managing Reports and Necessary Documentation

## Attorney Duties

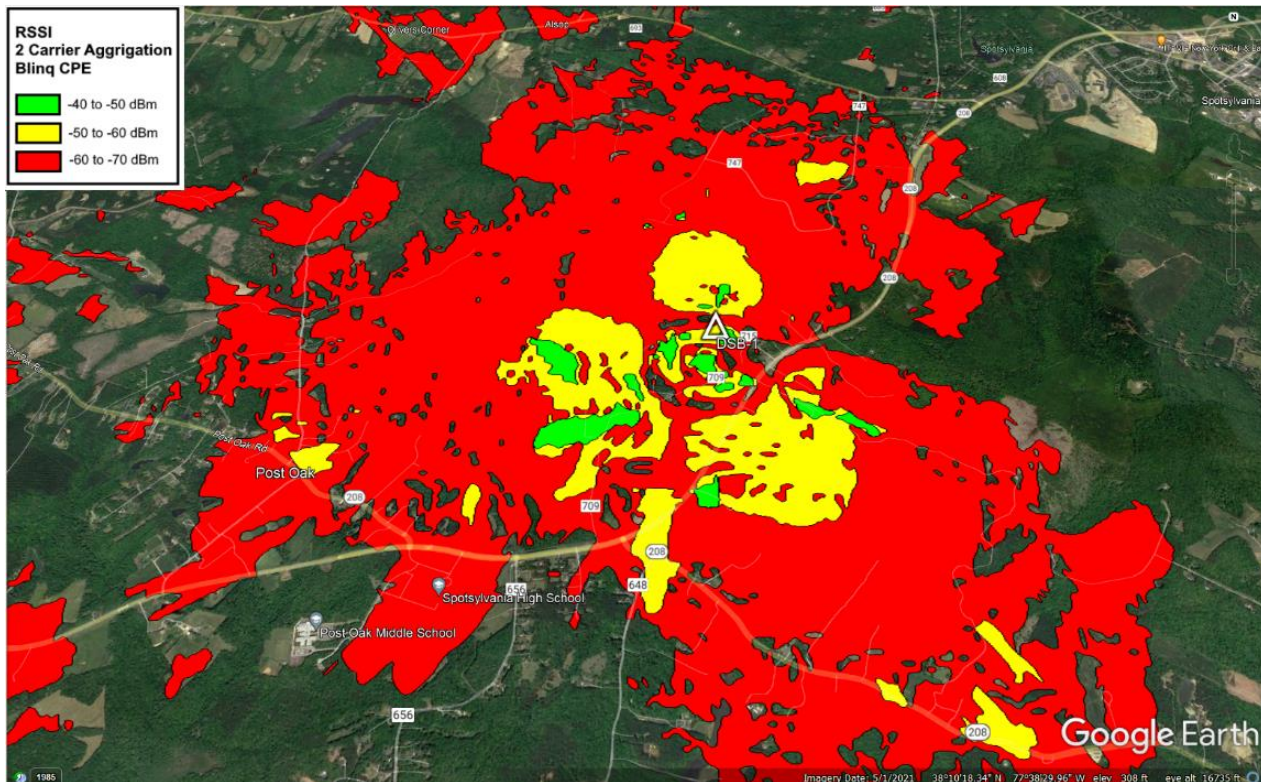
The Data Stream a will be responsible for the following activities but not limited to:

- Contract reviews
- FCC Regulations & Compliance / Inquires
- CBRS / SAS / Regulations & Compliance
- Site Acquisition / Landowner Negotiations / Leases
- MVNO (Mobility) – Carrier Roaming Agreements

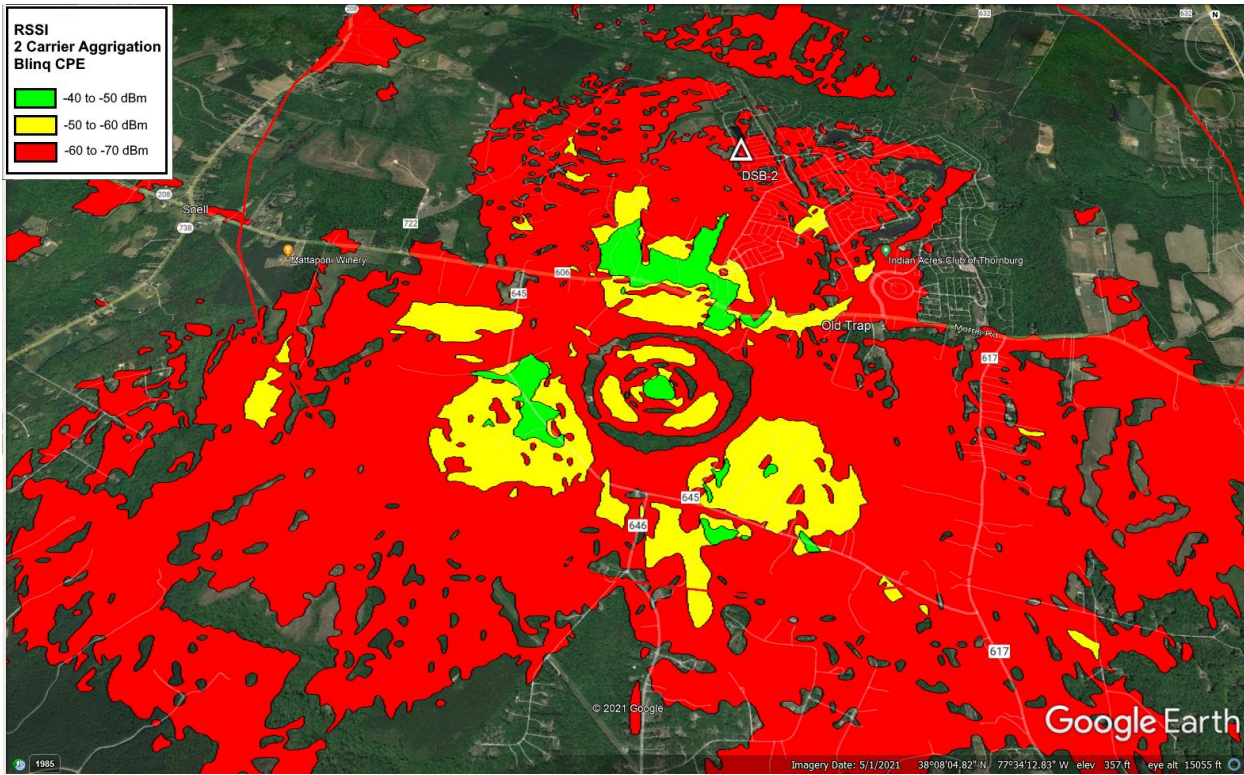
## New Site Propagation Maps



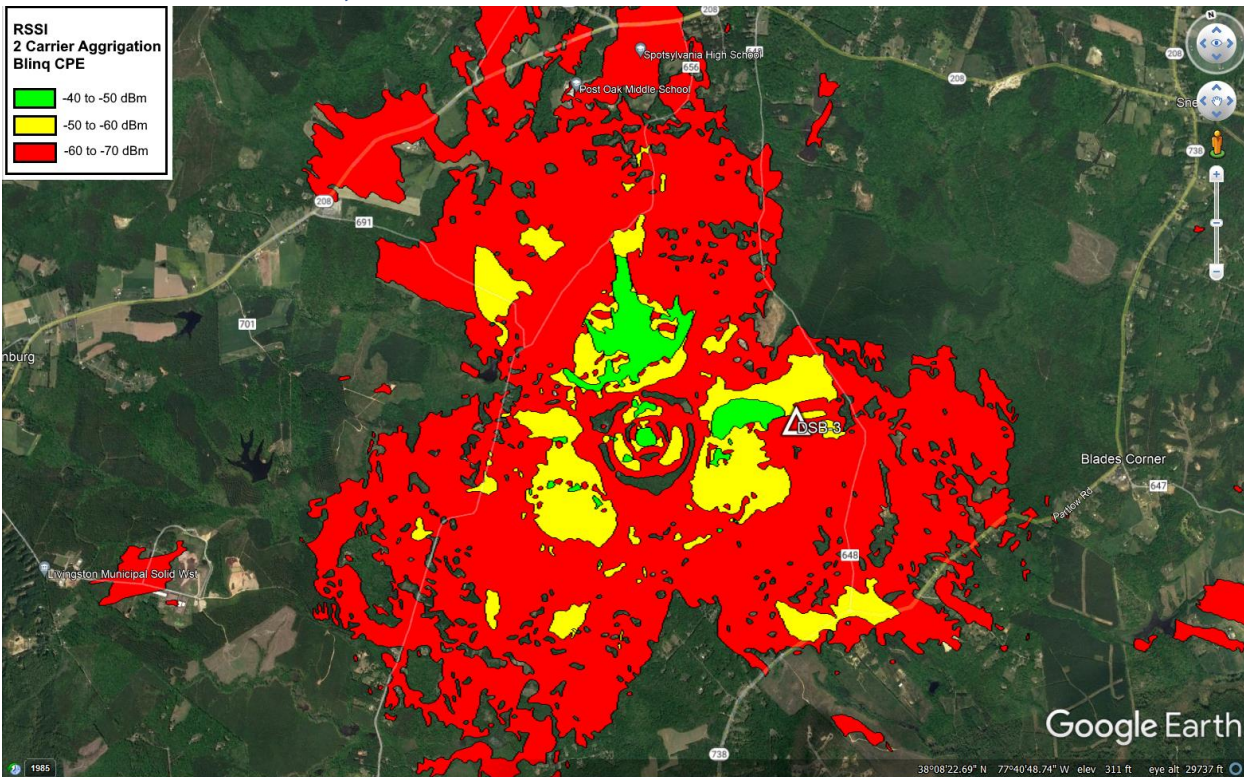
### DSB-1 38.17592608, -77.636121



### DSB-2 38.15231192, -77.561714

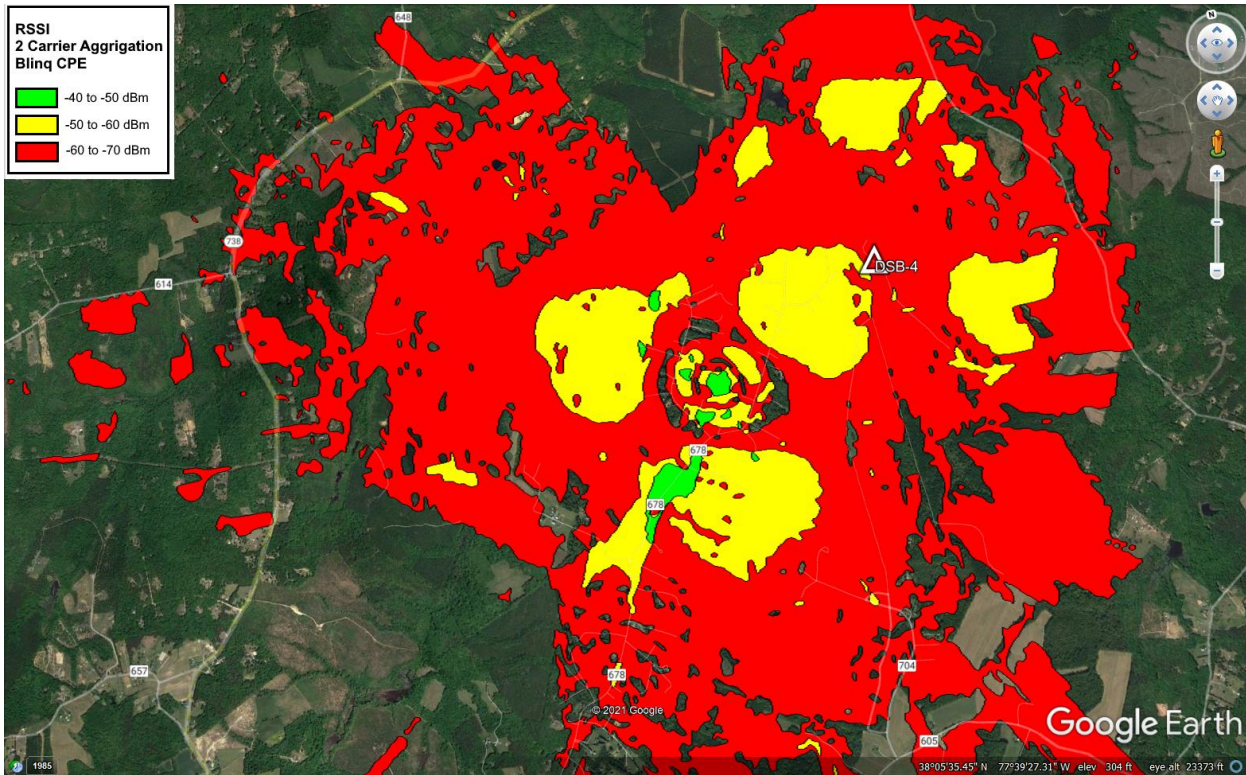


### DSB-3 38.12939708, -77.64578

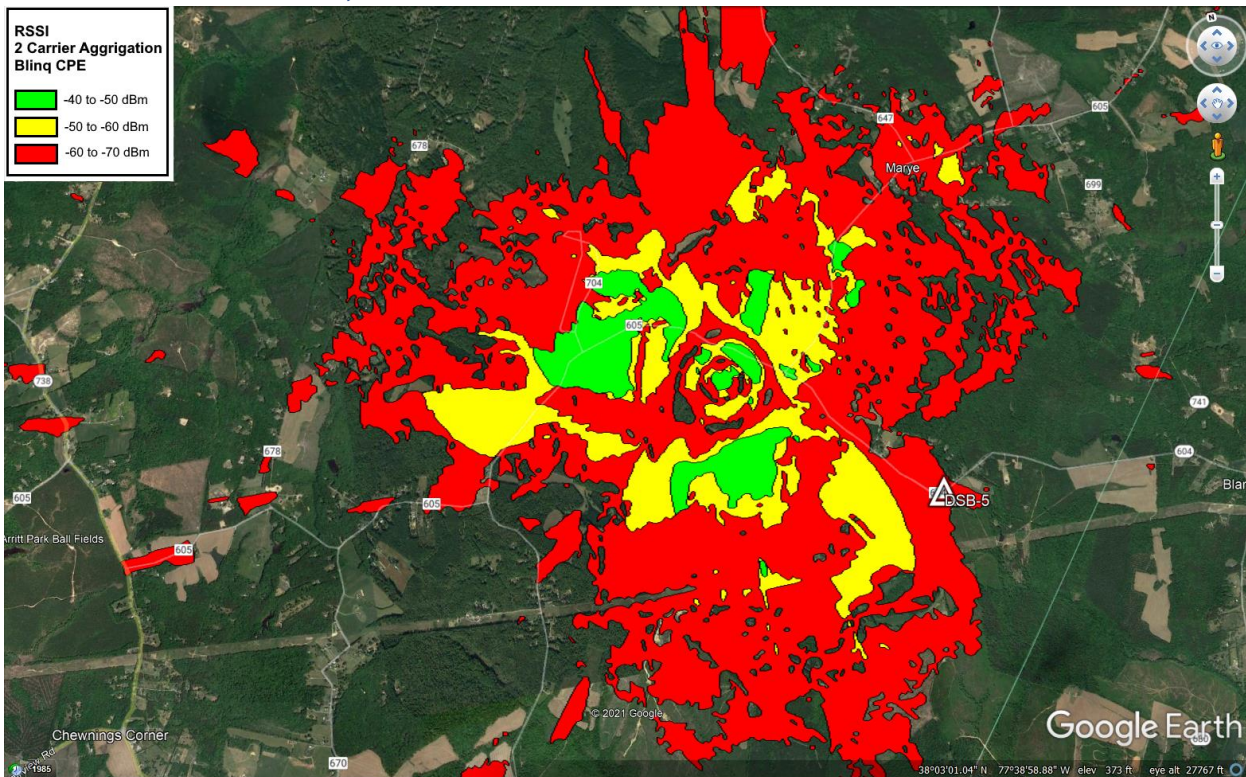




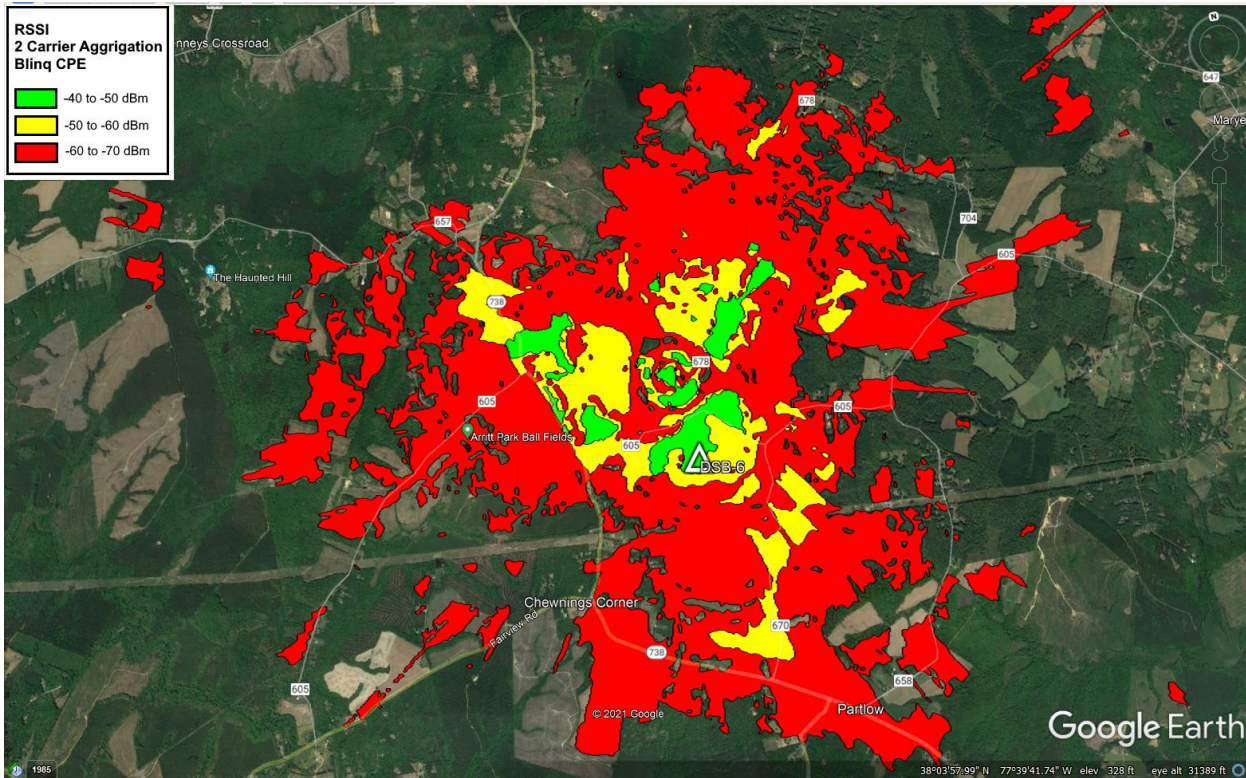
### DSB-4 38.09854308, -77.611497



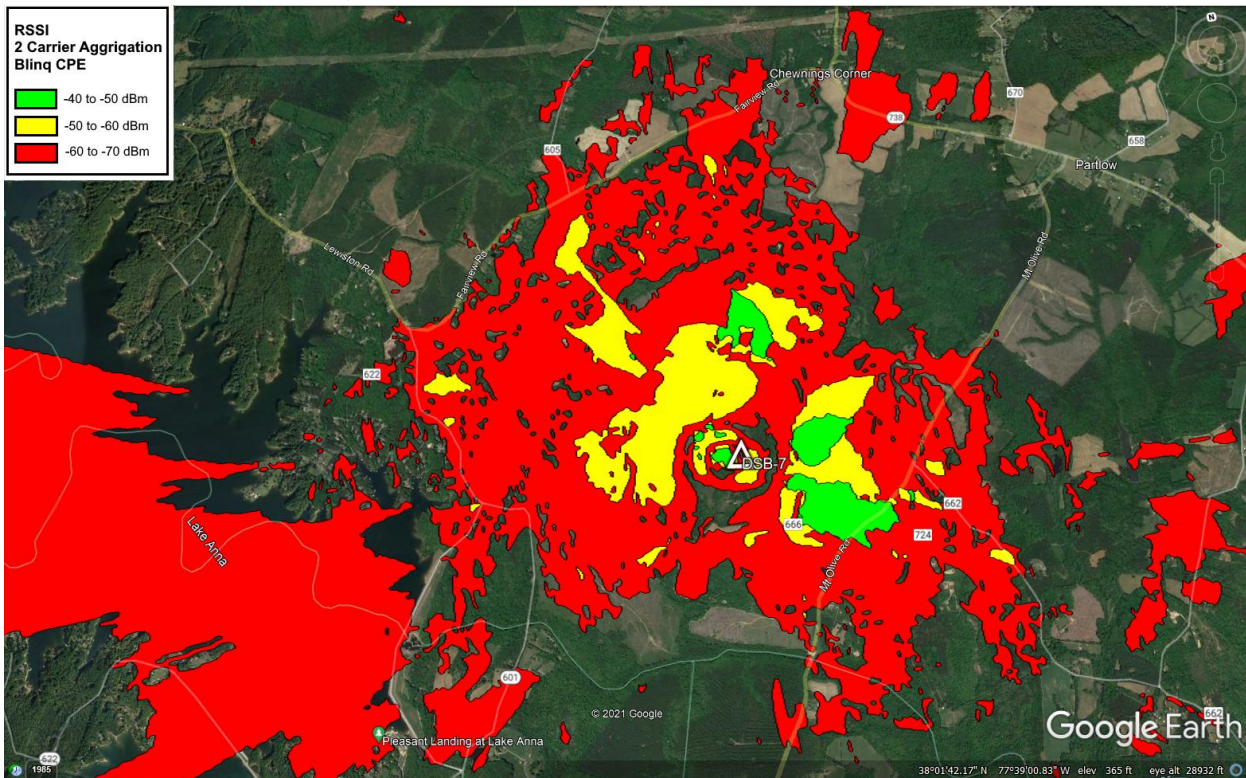
### DSB-5 38.05544808, -77.588902



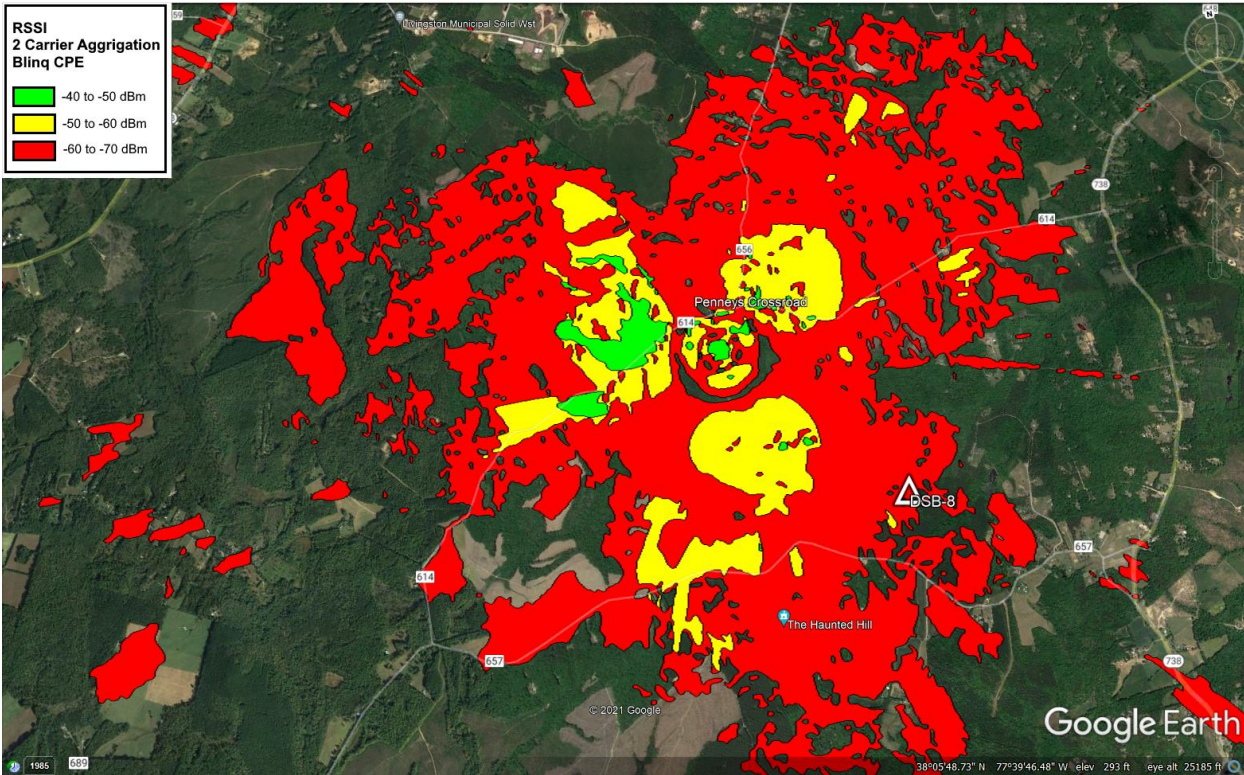
### DSB-6 38.05940708, -77.648896



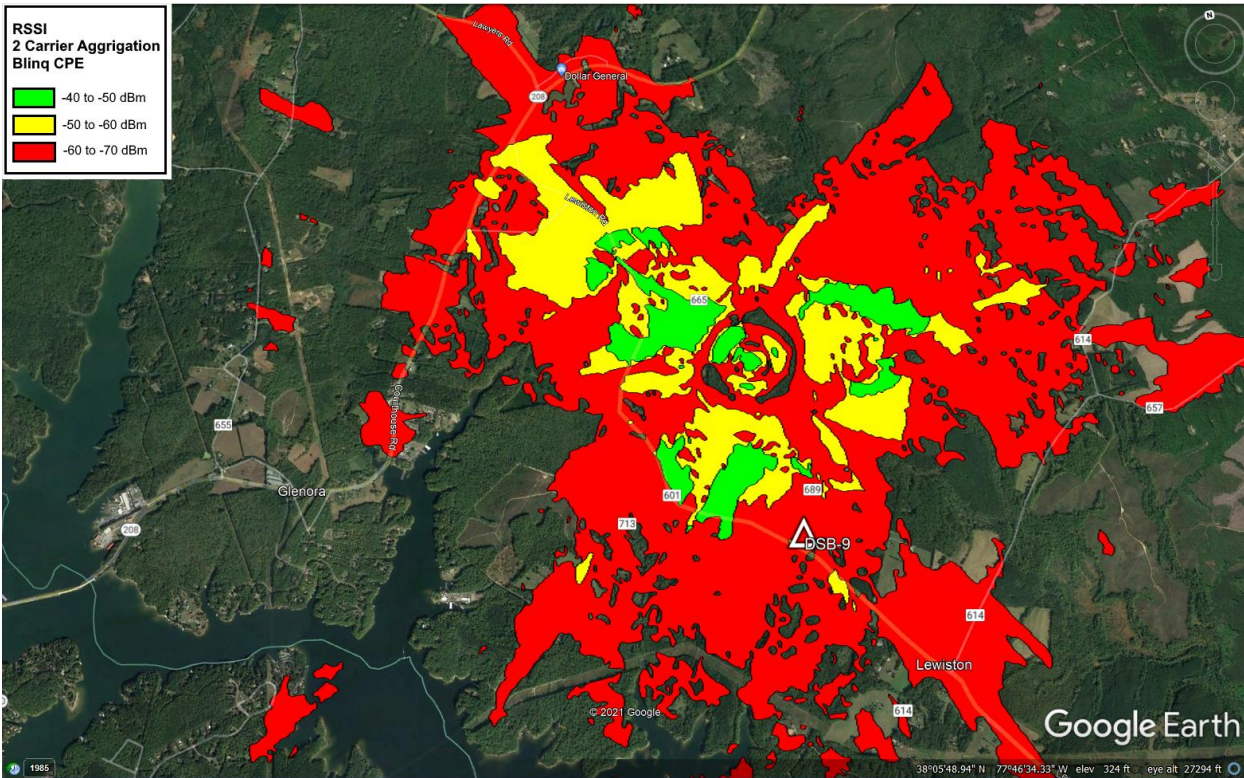
### DSB-7 38.02139308, -77.679282



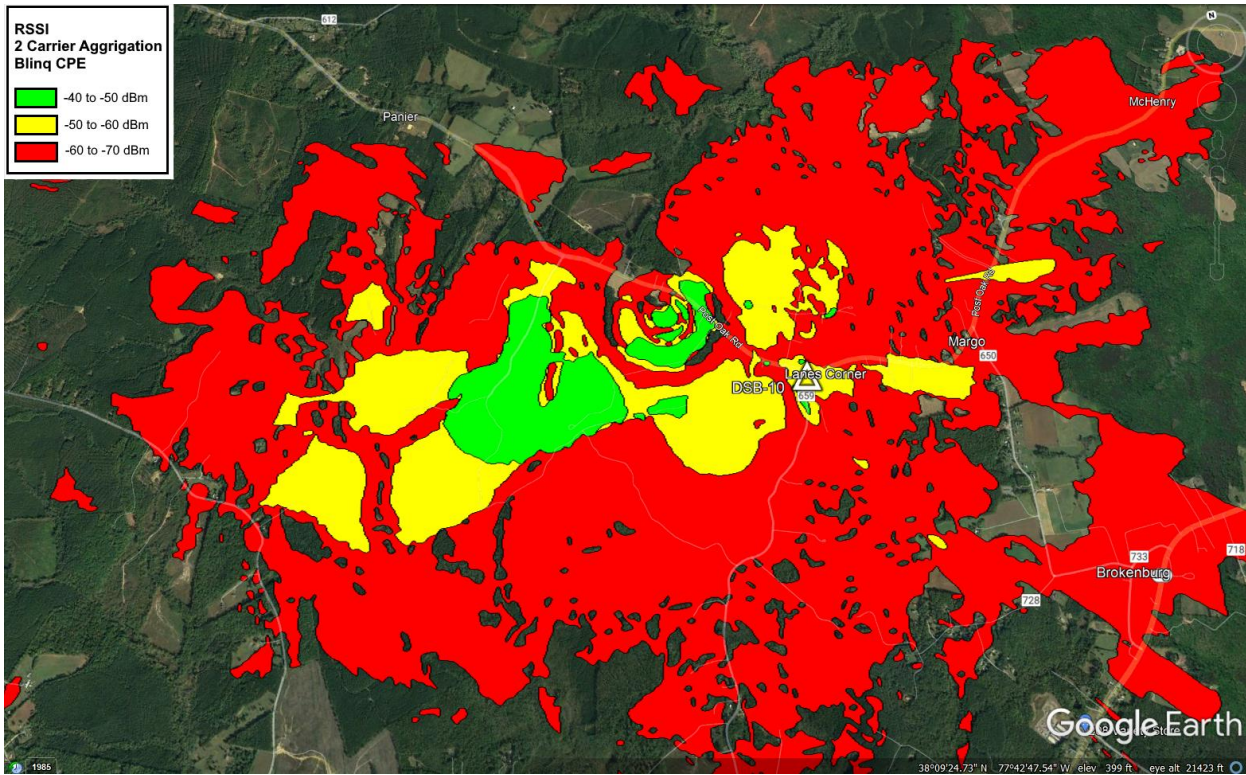
### DSB-8 38.08840108, -77.68295



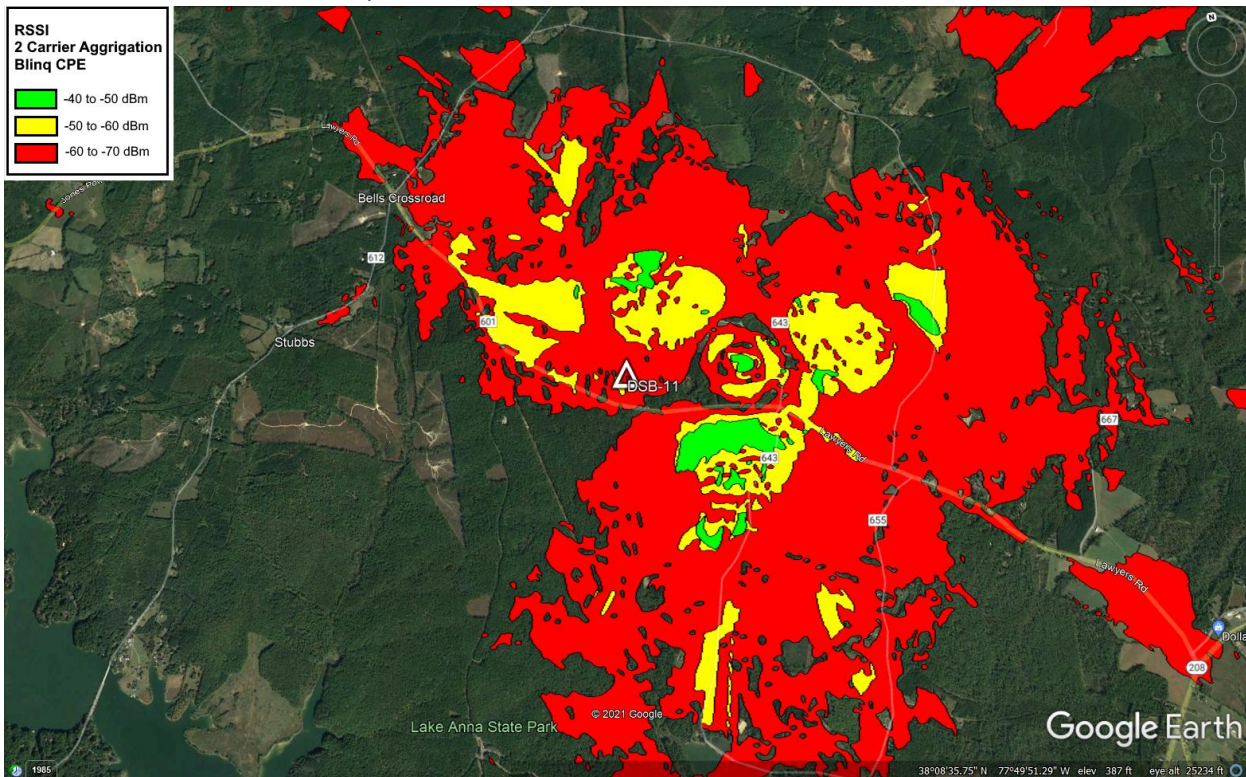
### DSB-9 38.07898008, -77.751628



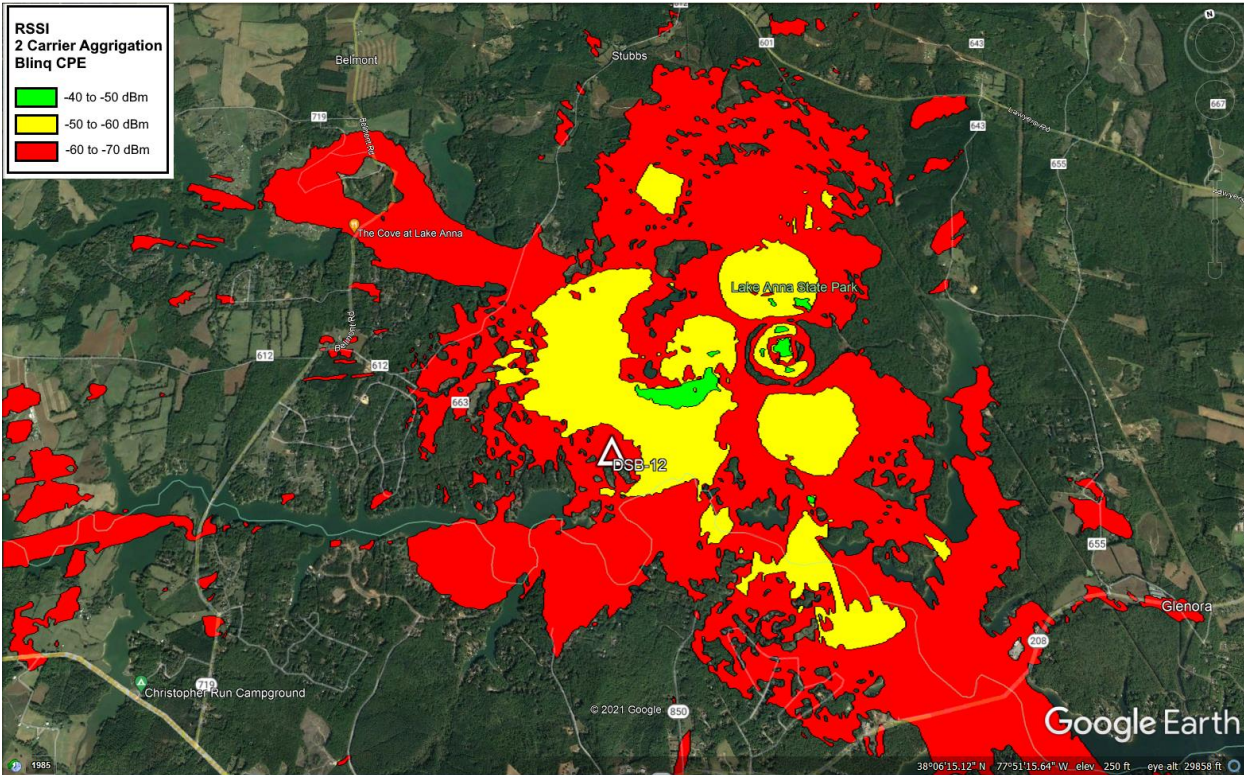
### DSB-10 38.15921908, -77.737403



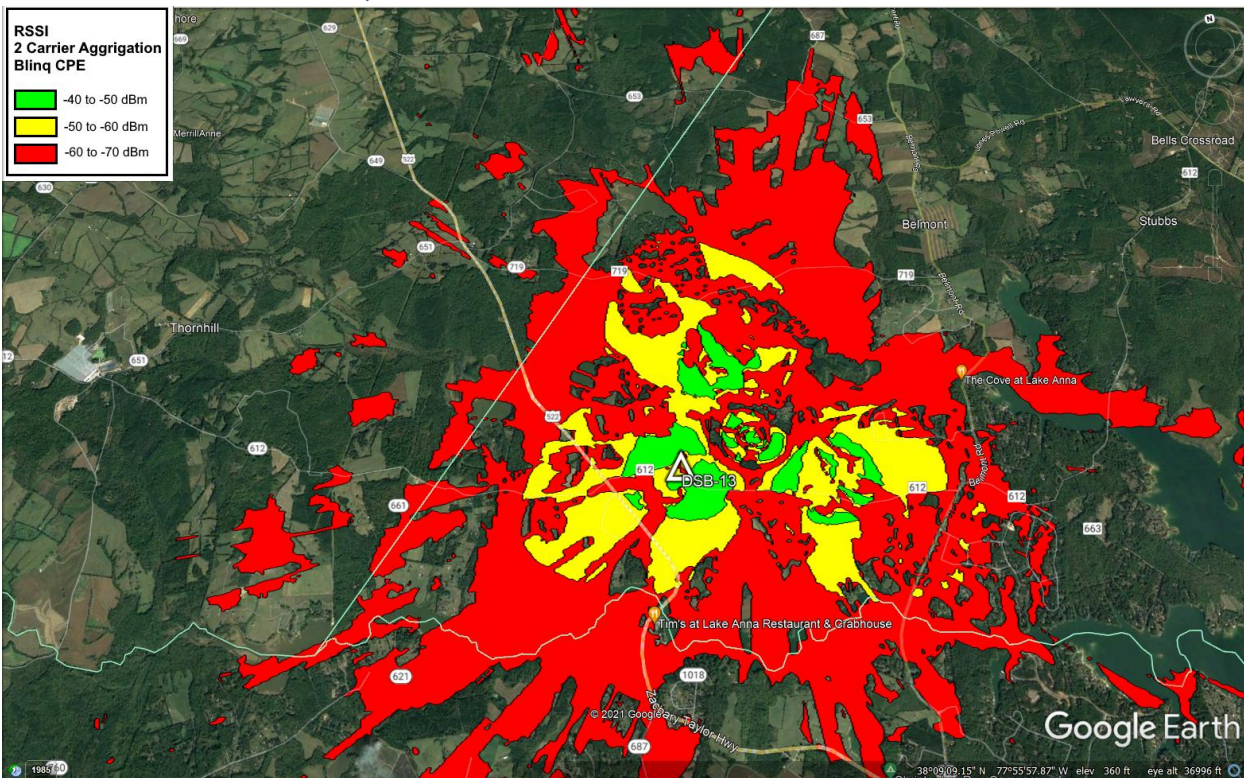
### DSB-11 38.14105308, -77.806254



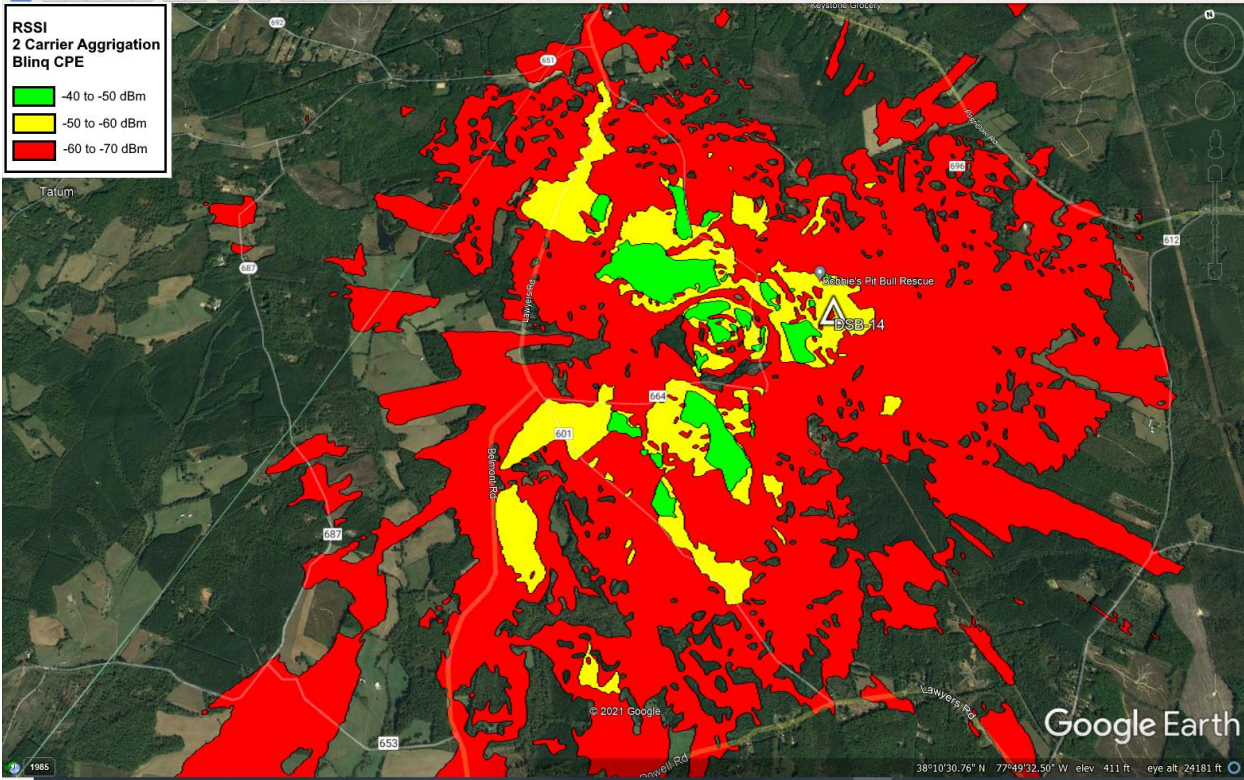
### DSB-12 38.10829808, -77.845256



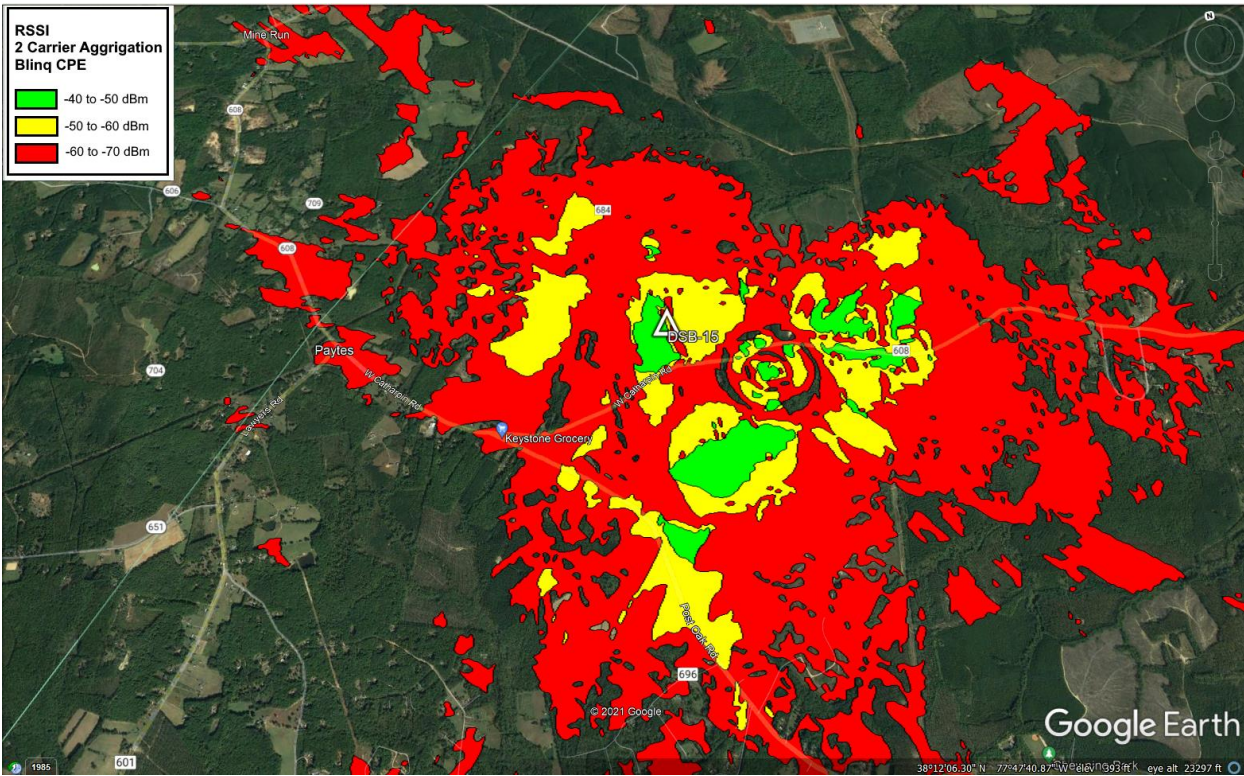
### DSB-13 38.12833208, -77.907858



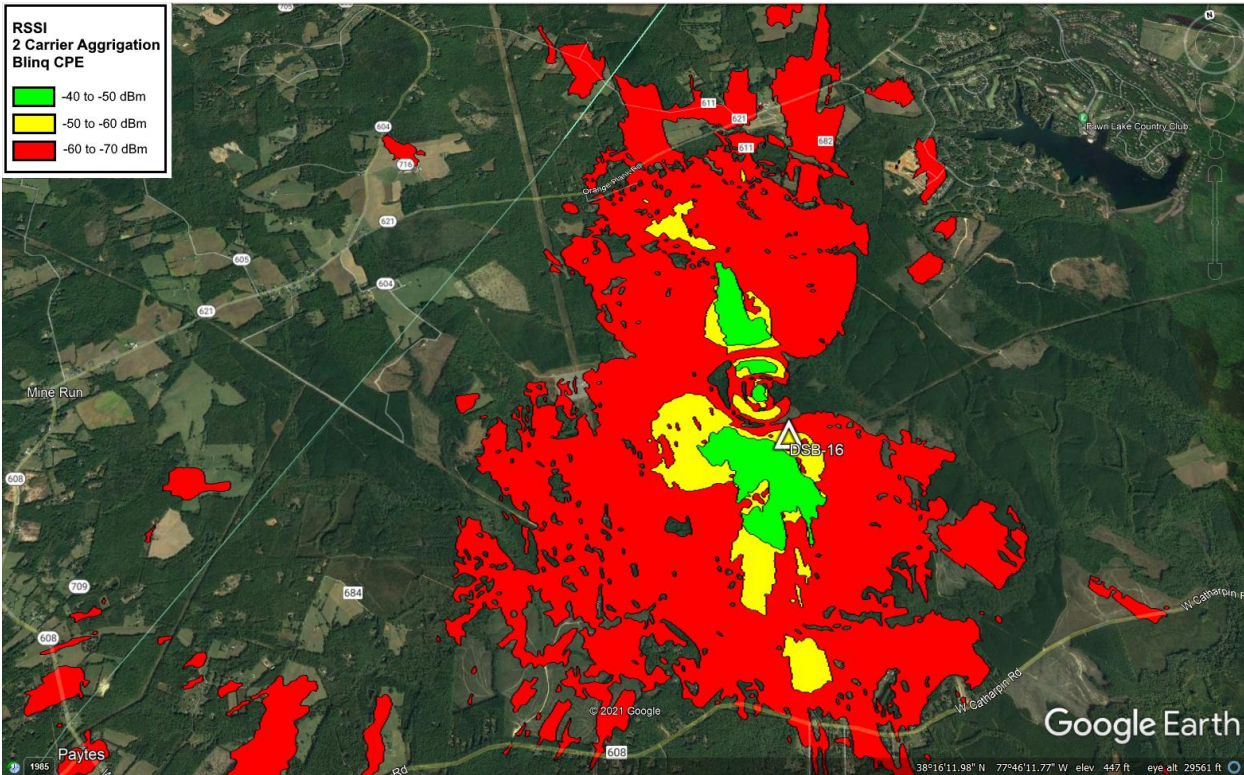
### DSB-14 38.19019308, -77.827421



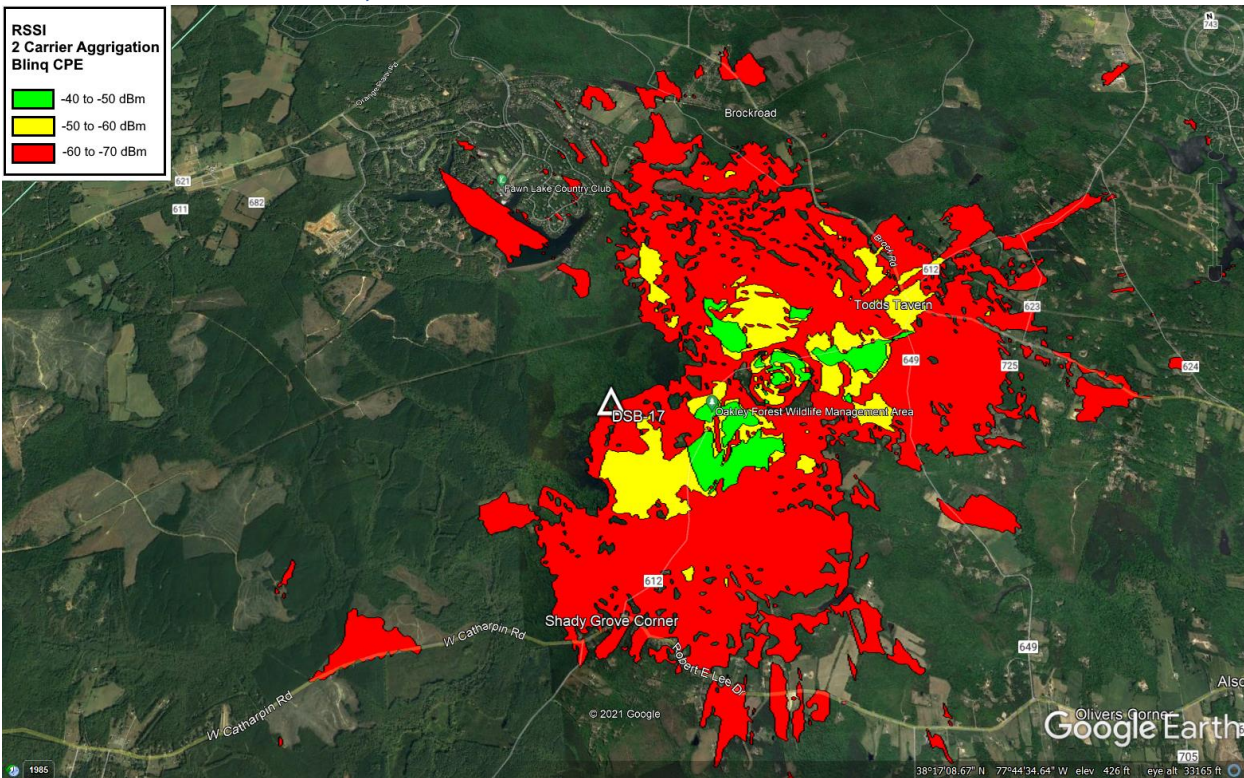
### DSB-15 38.22460592, -77.804746



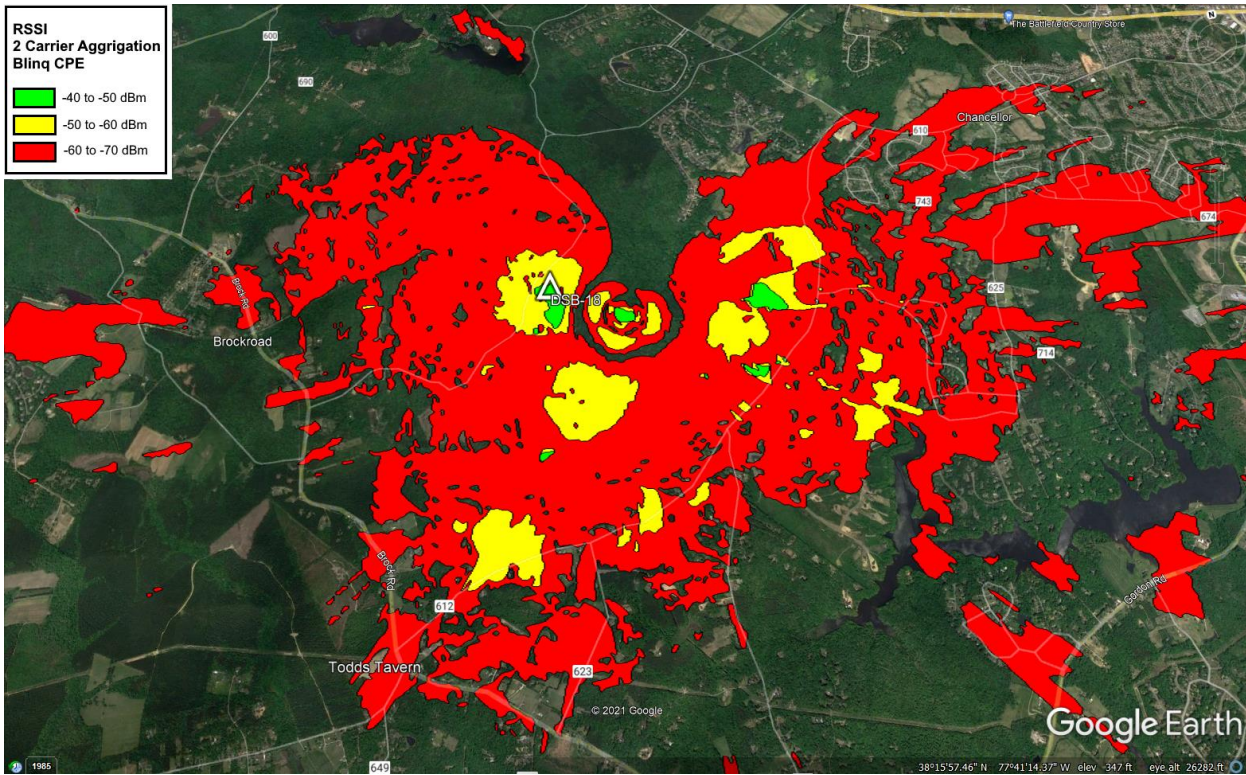
### DSB-16 38.24122092, -77.762429



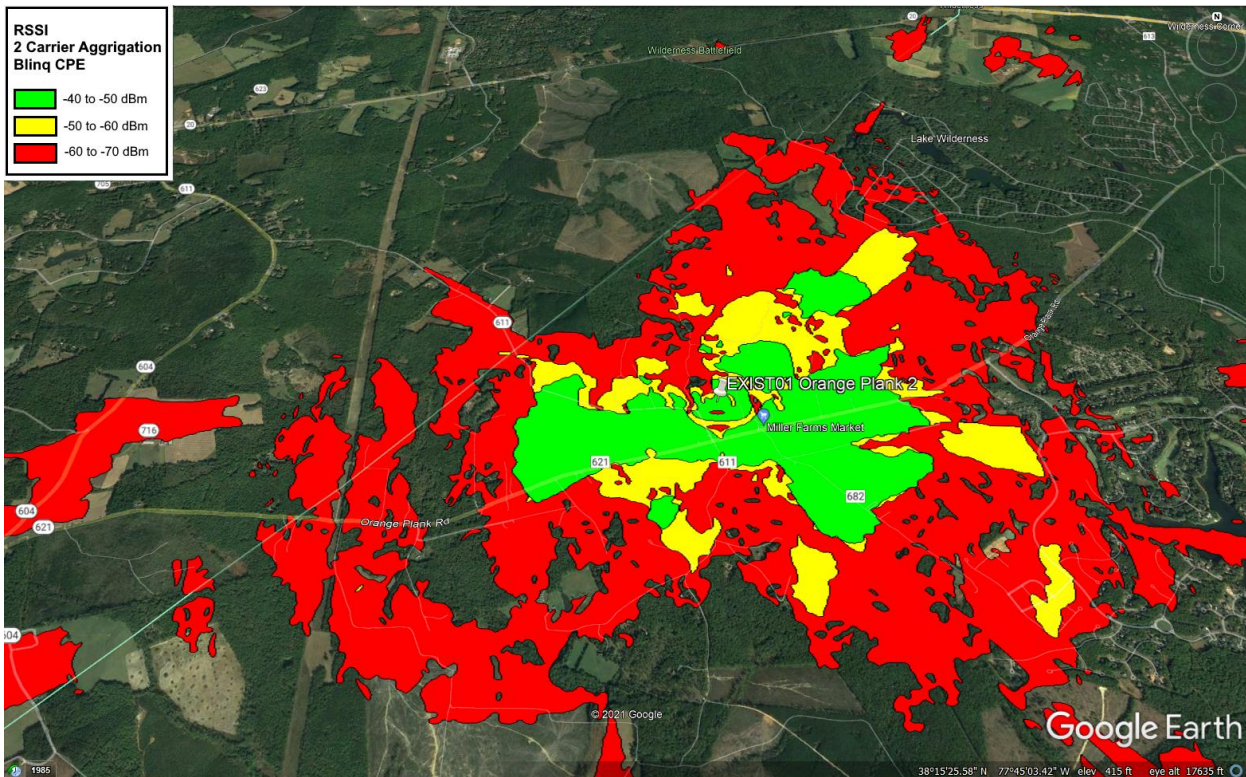
### DSB-17 38.24106708, -77.707666



### DSB-18 38.27333508, -77.650547

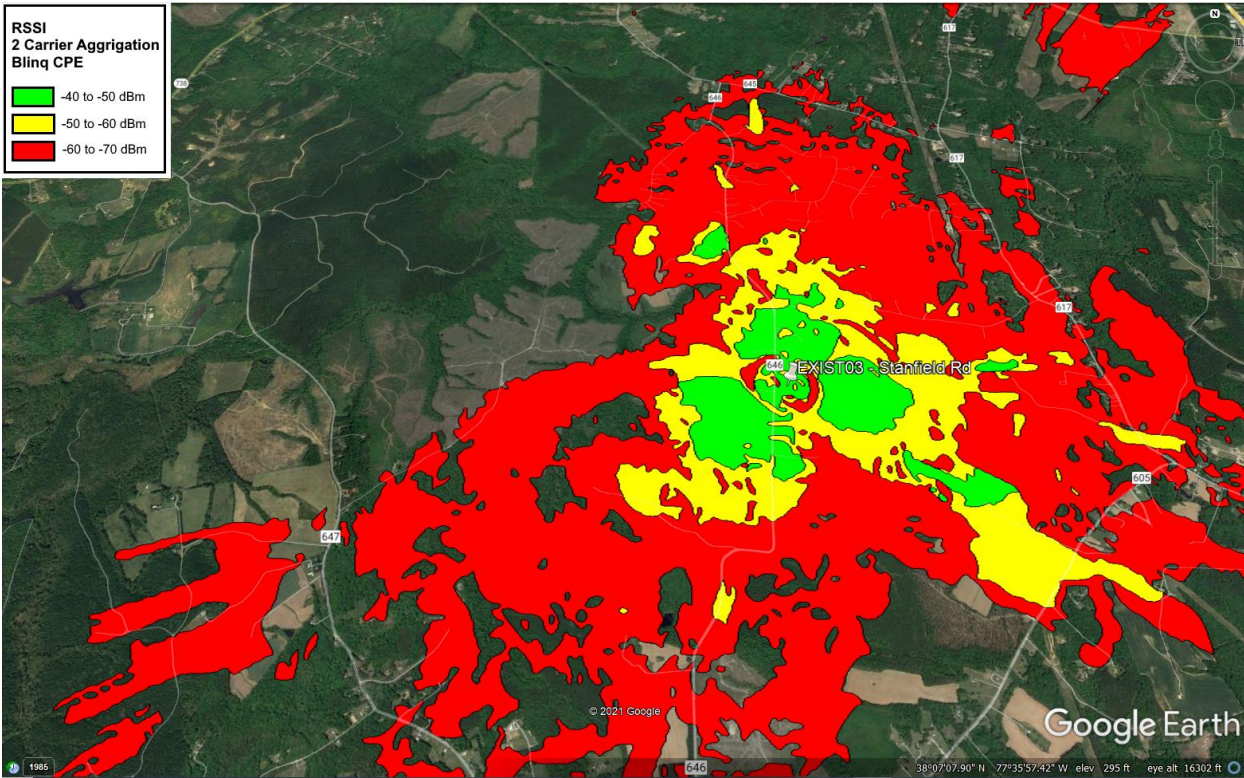


### DSB-Exist-01

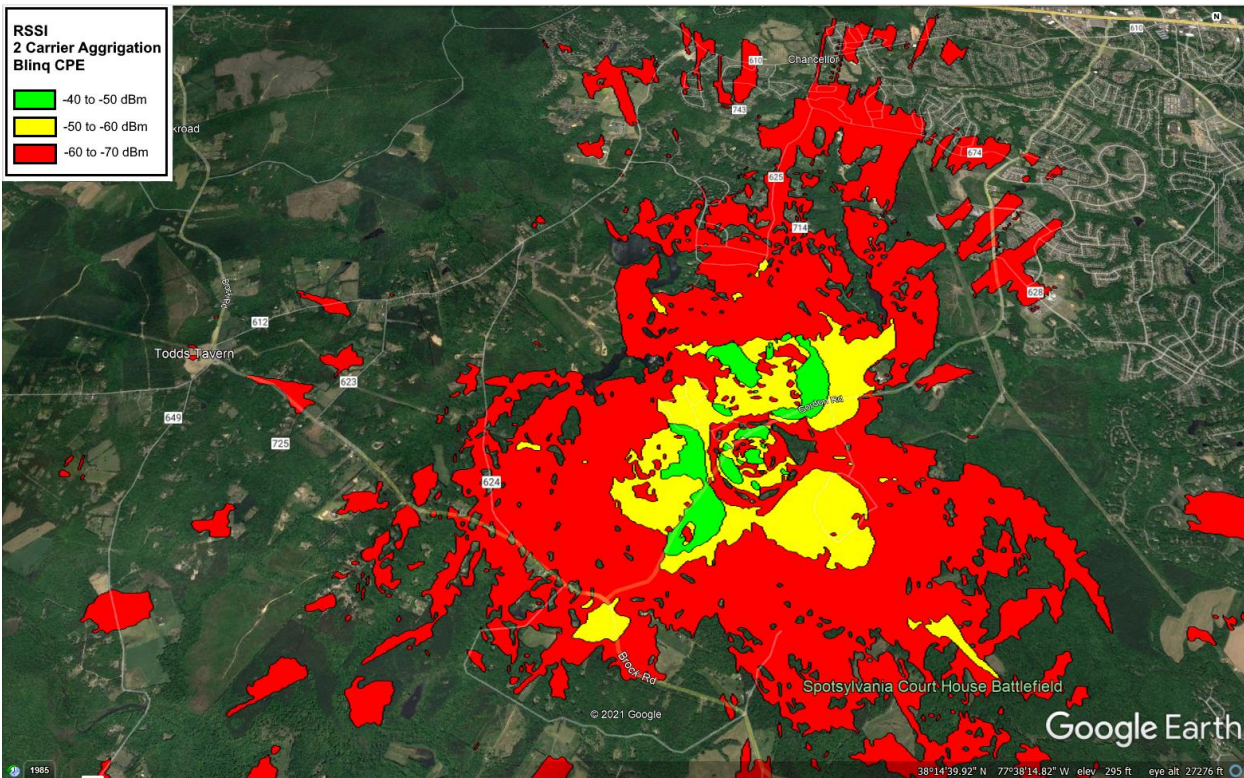




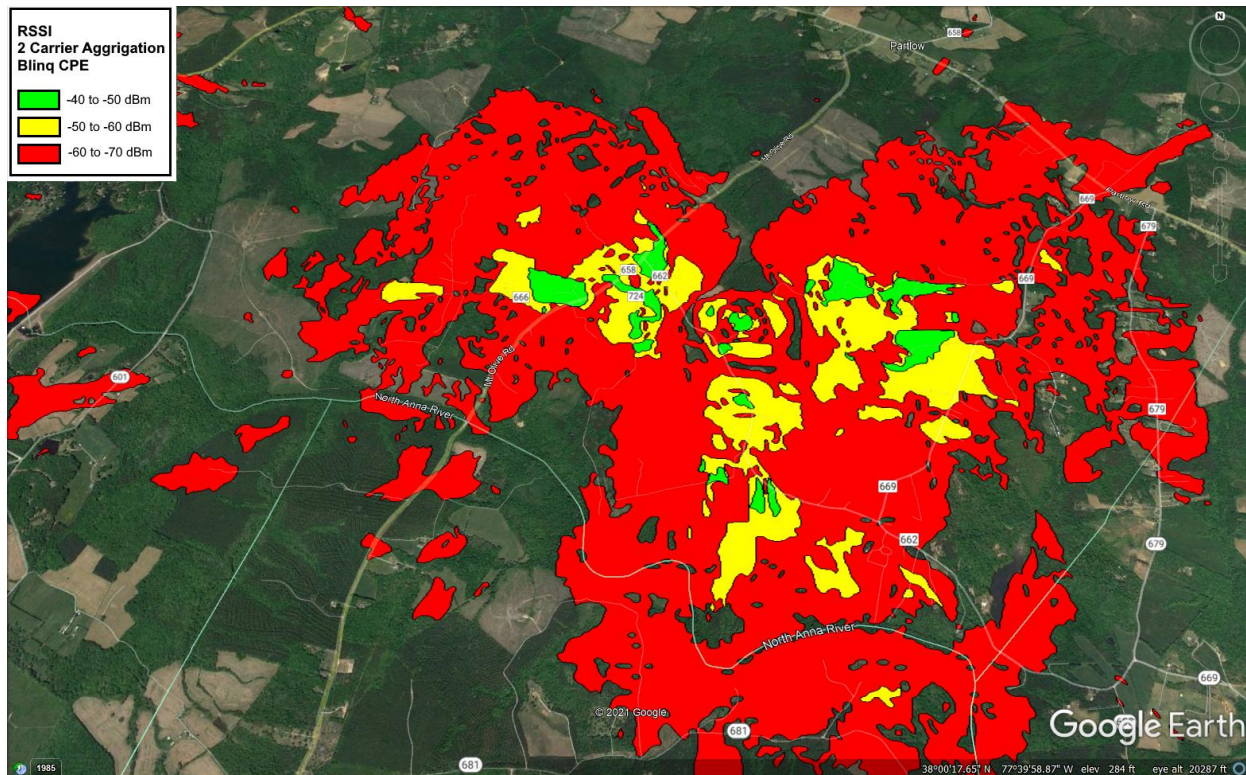
### DSB Exist-03 38.10319, -77.56653



### DSB Exist-02 – TBD



## DSB Exist-04 – TBD



## Consumer Assistance Programs

Data Stream prides itself on being a good community partner. We recognize that not all customers have the same resources or the same opportunities. Data Stream personnel has volunteered hundreds of hours over the last year in helping those members of the community that could use a helping hand.

To that end The Data Stream Broadband division has two Consumer Assistance Programs to help our neighbors have access to the same broadband services as everyone else.

- **Data Stream 10 for 15**
  - For just \$10 dollars and month a consumer who qualifies can have unlimited access to the internet to do research, school-work, conduct business and stream.
- **FCC EBB Program**
  - Once enacted, Data Stream immediately became an administrator of the Emergency Broadband Benefit Program (also called the EBB Program) was created by the Federal Communications Commission (FCC) to help

low-income families stay connected to the internet during the pandemic.

- **Data Stream Hot Spots**
  - During the beginning of the pandemic Data Stream set up 9 Hot Spots in the county free of charge for anyone to use.
- **Data Stream Food Giveaways**
  - This past year Data Stream held 3 Food Giveaways. Data Stream distributed more than 300 boxes of food in 3 counties.
- **Data Stream Broadband Stay Connected Pledge**
  - During the pandemic Data Stream Broadband pledged to our customers that they would not lose service for not being able to pay their bill due to being laid off because of Covid.
- **Data Stream Broadband Free 30 Day Trial**
  - We understand that we are the new kids on the block. So, to build trust in our communities Data Stream offers a no obligation 30 day trial. If we do not deliver great service we will uninstall our service at absolutely no cost to the customer.
- **Data Stream Broadband Referrals**
  - We offer extra incentives to spread the word. We offer each subscriber \$50 for each person they refer and becomes a Data Stream broadband subscriber. And there are no limits to the number of referrals.

# 12 Month Cash Flow Analysis & Projections

Data Stream  
 Spotsylvania  
 Monthly Cash Flow - Group One - 22 Sites

	Grand Total	Month Oct-21	Month Nov-21	Month Dec-21	Month Jan-22	Month Feb-22	Month Mar-22	Month Apr-22	Month May-22	Month Jun-22	Month Jul-22	Month Aug-22	Month Sep-22	Month Oct-22
<b>Cash Receipts</b>														
Grant Funding	25,178,063	-	-	3,494,615	3,494,615	2,941,612	2,840,909	2,840,909	2,840,909	2,490,518	1,118,427	1,118,427	1,008,563	988,563
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Cash Receipts</b>	<b>25,178,063</b>	<b>-</b>	<b>-</b>	<b>3,494,615</b>	<b>3,494,615</b>	<b>2,941,612</b>	<b>2,840,909</b>	<b>2,840,909</b>	<b>2,840,909</b>	<b>2,490,518</b>	<b>1,118,427</b>	<b>1,118,427</b>	<b>1,008,563</b>	<b>988,563</b>
	25178063													
<b>Cash Disbursements</b>														
Broadband Preconstruction	504,000	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,818	45,820
Site Identification	1,568,216	141,656	141,656	141,656	141,656	141,656	141,656	141,656	141,656	141,656	141,656	141,656	141,656	141,656
Macro Tower Build - Existing	2,124,096	326,784	326,784	326,784	326,784	326,784	326,784	163,392						
Micro Tower Build - Existing	102,540	41,016	41,016	20,508										
Macro Tower Build - New	3,567,050	508,150	508,150	508,150	508,150	508,150	508,150	508,150	508,150	650,748	650,748	650,748	650,748	650,748
Micro Tower Build - New	449,157	224,579	224,579	650,748	650,748	650,748	650,748	650,748	650,748	650,748	650,748	650,748	650,748	650,748
Mobility	7,158,226	650,748	650,748	650,748	650,748	650,748	650,748	650,748	650,748	650,748	650,748	650,748	650,748	650,748
Site Overhead	590,030	57,267	57,267	57,267	57,267	57,267	57,267	57,267	57,267	57,267	57,267	57,267	57,267	17,364
<b>Total Cash Disbursements</b>	<b>16,043,316</b>	<b>1,996,017</b>	<b>1,996,017</b>	<b>1,750,931</b>	<b>1,730,423</b>	<b>1,730,423</b>	<b>1,730,423</b>	<b>1,730,423</b>	<b>1,567,031</b>	<b>895,489</b>	<b>895,489</b>	<b>895,489</b>	<b>895,489</b>	<b>855,588</b>
	16043316	1996017	1996017	1750931	1730423	1730423	1730423	1730423	1567031	895489	895489	895489	895489	855588
<b>Net Cash Flow</b>	<b>9,134,748</b>	<b>(1,996,017)</b>	<b>(1,996,017)</b>	<b>1,743,684</b>	<b>1,764,192</b>	<b>1,211,189</b>	<b>1,110,486</b>	<b>1,273,878</b>	<b>1,945,420</b>	<b>1,595,029</b>	<b>222,938</b>	<b>262,839</b>	<b>1,008,563</b>	<b>988,563</b>
	9134748	(1996017)	(1996017)	1743684	1764192	1211189	1110486	1273878	1945420	1595029	222938	262839	1008563	988563
<b>Cumulative Net Cash Flow</b>		<b>(1,996,017)</b>	<b>(3,992,034)</b>	<b>(2,248,350)</b>	<b>(484,158)</b>	<b>727,031</b>	<b>1,837,518</b>	<b>3,111,396</b>	<b>5,056,816</b>	<b>6,651,845</b>	<b>6,874,783</b>	<b>7,137,622</b>	<b>8,146,185</b>	<b>9,134,748</b>
		(1996017)	(3992034)	(2248350)	(484158)	727031	1837518	3111396	5056816	6651845	6874783	7137622	8146185	9134748

## Officer Bio's

### Sean Lee, CEO/President

Sean Lee is the President of Data Stream Mobile Technologies Inc. Data Stream Mobile Technologies is headquartered in Kissimmee, Florida.

Sean Lee earned his Associates Degree in Electronics from DeVRY Institute of Technologies in Atlanta, Georgia.

Mr. Lee began his technology career at Racal-Milgo in 1990 as a pc-board technician - specifically working on pc-boards used in communications systems.



During his tenure at Racal-Milgo, Mr. Lee was instrumental in rolling out new specialized printed circuit boards. A large part of this required board-level diagnostics that Mr. Lee excelled at, and through his dedication was able to further ensure his department's annual goals.

After obtaining three years' worth of advanced data communications and board-level experience at Racal-Milgo Mr. Lee founded Direct Security Inc. - a wireless vehicle tracking and security/recovery company. Some of Direct Security's largest customers included companies such as Airtouch Teletrac as well as Geotek Communications Inc. As a result of the quality of work and service, Direct Security was awarded the responsibility of being the sole contractor for Geotek Communications Inc. for Central Florida.

After over five years of successfully providing integrated wireless solutions to a large number of companies in Florida, Mr. Lee founded Data Stream Mobile Technologies Inc. After one and half years of successfully driving both companies to profitability, Mr. Lee sold Direct Security to focus on the goals and mission of Data Stream Mobile Technologies.

Data Stream Mobile Technologies core business is integration and design of the new technology of Wireless LTE Networks. Mr. Lee went out and certified the company with high end vendor like Ericsson, Nokia, Airspan, Telrad, Cambium ext. with these certification Mr. Lee has been awarded large contract with company like Global yacht were our objective was to light up every Brewers Marinas from Key West to Road

Island with WI-FI. Mr. Lee was awarded a large contract to supply the US Virgin Island Department of Education wireless broadband internet backbone throughout all three island St. Thomas, St. John, and St. Croix. Mr. Lee was awarded contract with Broward County School to connect all portables on campus back to the main school. Mr. Lee was awarded contract with State of Florida for tower maintenance throughout the State of Florida. Mr. Lee was awarded contract with Ericsson Caribbean in Puerto Rico for the AT&T and Claro project. Mr. Lee was awarded the site survey and installation of Sprint/Airspan small cell throughout the state of Florida. Recently Mr. Lee was one of the first responders to put diester recovery teams together in Key West, FL, Puerto Rico and the US Virgin Island after hurricane Irma and Maria to restore telecommunication services for all the major carries AT&T, Sprint, T-Mobile.

## **Rudolph “Rudy” Kameka, Chief Financial Officer**

Rudolph “Rudy” Kameka is the newest member to the executive team. Mr. Kameka is a Certified Public Accountant with over 25 years of experience providing accounting, auditing, consultation, and financial services to a variety of clients. He commenced his professional career in 1984 in the New York Office of Kenneth Leventhal & Co. CPAs (“KL”), the then premier accounting and consulting firm for the real estate and hospitality industries. In 1995, KL was acquired by Ernst and Young, LLC, and the EY Kenneth Leventhal Real Estate Group (“EYKL”) was formed to provide accounting, consultation and taxation services to the real estate and hospitality industries.

In 1996, he left EYKL to become the Director in charge of the audit department of a Miami local accounting firm and in 1999 he joined Minto Communities, LLC (“Minto”) as the vice president of financial services. In 2013, He joined Discovery Land Company and served as VP of Finance for a major project in the Bahamas.

Mr. Kameka holds a Bachelor of Business Administration degree in accounting with honors

## Charles Thomas, Chief Operations Officer

After spending 16 years as a federal contractor as a software developer and 10 years as president of a local public broadcast station I decided to explore the evolving broadband industry. In 2016 I began to educate myself in the emerging fixed wireless industry for rural communities. Additionally, I began to engage manufacturers on how the technology work and how it was evolving. Understanding the great need in Virginia I began a personal campaign to leverage my knowledge and began a series of education meetings with local municipalities on the technology. I partnered with a budding fixed wireless company and began a partnership with an equipment manufacture.



Years of service in the broadcasting industry with municipalities afforded me insight into the inner workings of counties and access to key decision makers. I understand the complexities and challenges they face to deploy broadband communications into the rural communities in their counties. In 2016 I began a campaign of letter writing and visits to the surrounding counties of how to implement a rural broadband plan. I wrote one of the first broadband RFPs in the region and through those efforts and after a successful proof-of-concept deployment we were awarded a countywide broadband service contract in Fauquier county.

I setup the service end of the organization, interviewed and hired the field service and customer service departments. I worked closely with the counties to help them identify needs and we built an RF Plan and began the buildout from of priority list.

I began by personally installing at customers premises and running the day-today operations of the company. Understanding the needs of early subscribers led me to want to bring the full broadband experience to our subscribers. I used my extensive broadcast experience and began exploring resources need to engage an IPTV service. At the same time, we brought in a VOIP vendor. Our goal then as it is today to bring the full urban internet experience into rural communities. In 2019 I saw an even greater need to work even closer with the municipalities and educating them on available federal grants as well as the

emerging IOT industry and how it could and would benefit the county as a whole.

In 2020 we were able to successfully assist both Fauquier and Spotsylvania county in obtaining Cares Act funding to further their broadband expansion in the county. In Spotsylvania county we began our first 5G capable deployments as we were able to obtain Ericsson and our equipment manufacturer. With a mere 15 days to deploy two site we were able to complete the deployments and began onboarding subscribers in record time.

Recognizing a new need to advance the level of competency and leadership in our organization, in 2020 I began a daily leadership growth session held each morning. There we learn about our individual and well as organizational leadership gaps, look for best practices to close the gaps and prepare the team for scale. Through this we were able to identify leadership deficiencies, identify the right persons for the right task and raise the overall understanding concepts of leadership. Understanding leadership styles such as Creative vs Reactive styles and how to apply them individually and as a team.

My approach to the broadband industry has led to be able to hold educational briefing at all levels with stakeholders. I have held briefing with communities, municipalities and with members of congress.

My passion and relentless work ethic in the industry over the last 5+ years has garnered me a level of trust among municipalities leaders and respect among my peers. To that point I have been nominated I have been nominated and accepted to be the WISPA Coordinator for the state of Virginia. I look forward to sharing my experiences and knowledge to help further the rural broadband expansion.



## Pete Vavra, Chief Development Officer

Pete Vavra is Chief Development Officer with Data Stream Broadband. In this role, Pete is able to creatively apply over 30 years of telecommunications and fixed wireless experience to Data Stream's primary mission to "relentlessly pursue closing the digital divide in rural America". In support of this mission, Pete has developed expertise and experience in Federal, State, and Local grant funding programs and auctions, FCC Spectrum auctions, FCC licensing and compliance, 4G/5G LTE engineering, CBRS spectrum management, which have had a significant impact on Data Stream's maturity and growth.



Pete also has extensive relationships throughout the Broadband industry that prove invaluable in his ability to navigate and overcome the challenges Communications Service Providers are faced with today. These include personal relationships with many Broadband operators across the US, a wide range of equipment manufacturers, distribution channels throughout the US, industry experts on key matters, and Broadband trade organizations. Pete has held management positions with several manufacturers to include Motorola, Adtran, Telrad, BridgeWave, and Orthogon Systems.

With a focus on Hybrid Fixed Wireless / Fiber broadband solutions Pete is positioning Data Stream to obtain and leverage the unprecedented levels of broadband grant funding available over the next several years. Success in this area will generate significant revenue growth for Data Stream while not only connecting rural America but delivering an urban Broadband experience that will significantly impact their livelihood.

Pete holds a BSEE degree from Penn State University and served in the United States Air Force

Best Regards,

*Charles Thomas*

Charles Thomas  
Director of Operations – Data Stream Broadband

**From:** [Jane Reeve](#)  
**To:** [Toni Vaughan](#)  
**Subject:** FW: [EXTERNAL]: RE: One additional point  
**Date:** Friday, August 20, 2021 10:07:38 AM  
**Attachments:** [image002.png](#)  
[Appendix F Plans & Pricing - Revised.docx](#)  
[image003.png](#)  
**Importance:** High

---

FYI

---

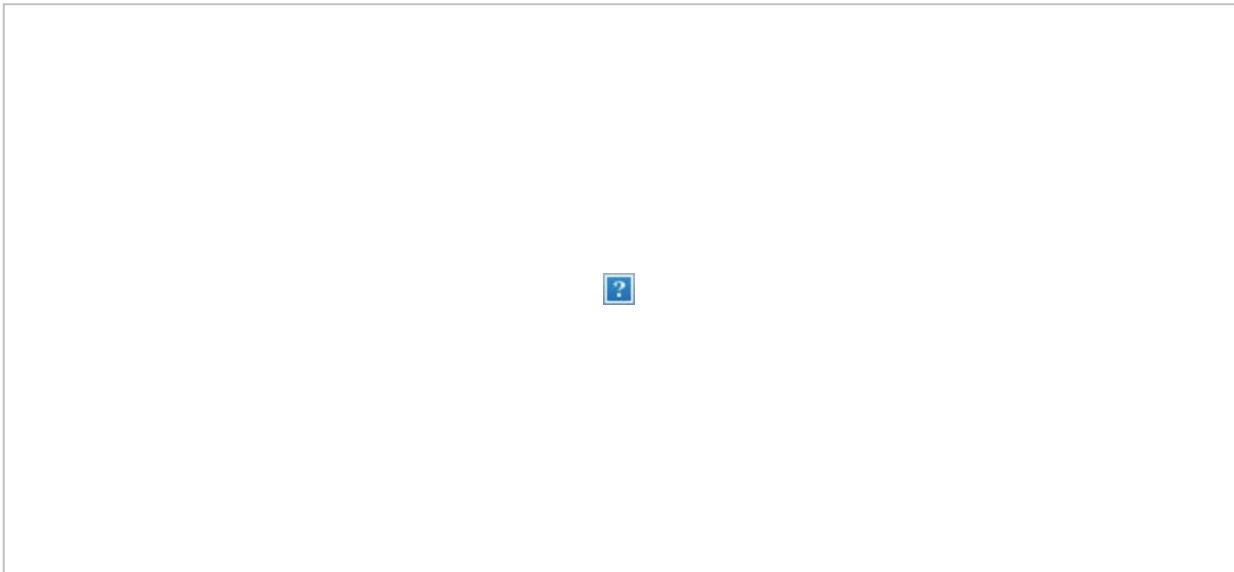
**From:** Charles Thomas <cthomas@dsbroadband.com>  
**Sent:** Friday, August 20, 2021 9:39 AM  
**To:** Jane Reeve <JReeve@spotsylvania.va.us>; Sean Lee <slee@dsbroadband.com>  
**Subject:** [EXTERNAL]: RE: One additional point  
**Importance:** High

**CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.**

Jane,

The revised pricing schedule beginning with 25X3, is attached. As we mentioned we will offer a lower tier and low-income tier as well for those who qualify.

**Revised Price Schedule:**



Regards,

Charles Thomas  
Data Stream Broadband  
"Delivering The Urban Broadband Experience in Rural America"  
41 W Lee Hwy Ste 59-121  
Warrenton, VA 20186  
[cthomas@dsbroadband.com](mailto:cthomas@dsbroadband.com)  
<https://dsbroadband.com>

877.303.8956



CONFIDENTIALITY NOTICE: This electronic mail message contains information that is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and is intended only for the use of the Addressee(s) named herein. If you are not the intended recipient, an addressee, or the person responsible for delivering this to an addressee, you are hereby notified that reading, using, copying, or distributing any part of this message is strictly prohibited. If you have received this electronic mail message in error, please notify our company by replying to this email and take the steps necessary to delete the message completely from your computer system.

---

**From:** Jane Reeve <[JReeve@spotsylvania.va.us](mailto:JReeve@spotsylvania.va.us)>

**Sent:** Friday, August 20, 2021 8:19 AM

**To:** Charles Thomas <[cthomas@dsbroadband.com](mailto:cthomas@dsbroadband.com)>; Sean Lee <[slee@dsbroadband.com](mailto:slee@dsbroadband.com)>

**Subject:** One additional point

Charles, Sean, good morning.

My sincerest apologies for another item that needs attention, but its something I missed in the RFP and my procurement officer caught it.

Our RFP requires a minimum of 25/3, per FCC guidelines. In your monthly pricing, you offer a service that is below this minimum.

You can, of course, offer that as a service to your customers, once the system is built; however, for the purposes of this RFP and contract, I need a revised pricing schedule that removes that offering, and starts with the 25/3.

Thank you!

**Jane Reeve, CIO**  
**Spotsylvania County Information Services Department**  
**8800 Courthouse Road**  
**PO Box 865**  
**Spotsylvania, VA 22553**  
**540-507-7552**

## Toni Vaughan

---

**From:** Charles Thomas <cthomas@dsbroadband.com>  
**Sent:** Tuesday, June 22, 2021 9:56 AM  
**To:** Toni Vaughan  
**Subject:** RE: [EXTERNAL]: RE: RFP Clarification Needed - Broadband Expansion Services  
**Attachments:** DATA STREAM SPOTSYLVANIA COUNTY REQUEST FOR PROPOSAL (RFP) #21-30-TV.docx; Appendix J future Subsidy Program.docx; Appendix F Plans & Pricing.docx; Appendix I Project Contacts.docx

**Importance:** High

**CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.**

See attached.

Appendix F, Pricing and Plans is marked correctly.  
Appendix J, Subsidy Programs is marked correctly.  
Appendix I, Contacts is marked correctly.  
Appendix A & B are added to the main document p. 21 & 22 (inadvertently not copied).

*Regards,*

*Charles Thomas  
Data Stream Broadband  
"A Communications Service Provider"  
41 W Lee Hwy Ste 59-121  
Warrenton, VA 20186  
cthomas@dsbroadband.com  
<https://dsbroadband.com>  
877.303.8956*



CONFIDENTIALITY NOTICE: This electronic mail message contains information that is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and is intended only for the use of the Addressee(s) named herein. If you are not the intended recipient, an addressee, or the person responsible for delivering this to an addressee, you are hereby notified that reading, using, copying, or distributing any part of this message is strictly prohibited. If you have received this electronic mail message in error, please notify our company by replying to this email and take the steps necessary to delete the message completely from your computer system.

**From:** Toni Vaughan <TVaughan@Spotsylvania.va.us>  
**Sent:** Tuesday, June 22, 2021 9:32 AM  
**To:** Charles Thomas <cthomas@dsbroadband.com>  
**Subject:** RE: [EXTERNAL]: RE: RFP Clarification Needed - Broadband Expansion Services

Thank you. Please forward me a copy of this with the corrections made. Thank you.

Toni

**From:** Charles Thomas [<mailto:cthomas@dsbroadband.com>]  
**Sent:** Tuesday, June 22, 2021 9:22 AM  
**To:** Toni Vaughan <[TVaughan@Spotsylvania.va.us](mailto:TVaughan@Spotsylvania.va.us)>  
**Subject:** RE: [EXTERNAL]: RE: RFP Clarification Needed - Broadband Expansion Services  
**Importance:** High

**CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.**

Appendix F as Pricing and Plans is marked correctly.  
Appendix H is marked correctly.  
Appendix A & B are added to the main document p. 21 & 22 (inadvertently not copied)

*Regards,*

*Charles Thomas  
Data Stream Broadband  
"A Communications Service Provider"  
41 W Lee Hwy Ste 59-121  
Warrenton, VA 20186  
[cthomas@dsbroadband.com](mailto:cthomas@dsbroadband.com)  
<https://dsbroadband.com>  
877.303.8956*



CONFIDENTIALITY NOTICE: This electronic mail message contains information that is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and is intended only for the use of the Addressee(s) named herein. If you are not the intended recipient, an addressee, or the person responsible for delivering this to an addressee, you are hereby notified that reading, using, copying, or distributing any part of this message is strictly prohibited. If you have received this electronic mail message in error, please notify our company by replying to this email and take the steps necessary to delete the message completely from your computer system.

**From:** Toni Vaughan <[TVaughan@Spotsylvania.va.us](mailto:TVaughan@Spotsylvania.va.us)>  
**Sent:** Tuesday, June 22, 2021 9:11 AM

To: Charles Thomas <[cthomas@dsbroadband.com](mailto:cthomas@dsbroadband.com)>  
Subject: RE: [EXTERNAL]: RE: RFP Clarification Needed - Broadband Expansion Services

Can you be specific on what modifications have been made? Thank you.

Toni

From: Charles Thomas [<mailto:cthomas@dsbroadband.com>]  
Sent: Tuesday, June 22, 2021 8:31 AM  
To: Sean Lee <[slee@dsbroadband.com](mailto:slee@dsbroadband.com)>; Toni Vaughan <[TVaughan@Spotsylvania.va.us](mailto:TVaughan@Spotsylvania.va.us)>  
Subject: [EXTERNAL]: RE: RFP Clarification Needed - Broadband Expansion Services  
Importance: High

**CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.**

Good morning Toni,

Modifications have been made, would you like to have hard copies or have the soft copy returned?

Regards,

Charles Thomas  
Data Stream Broadband  
"A Communications Service Provider"  
41 W Lee Hwy Ste 59-121  
Warrenton, VA 20186  
[cthomas@dsbroadband.com](mailto:cthomas@dsbroadband.com)  
<https://dsbroadband.com>  
877.303.8956



CONFIDENTIALITY NOTICE: This electronic mail message contains information that is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and is intended only for the use of the Addressee(s) named herein. If you are not the intended recipient, an addressee, or the person responsible for delivering this to an addressee, you are hereby notified that reading, using, copying, or distributing any part of this message is strictly prohibited. If you have received this electronic mail message in error, please notify our company by replying to this email and take the steps necessary to delete the message completely from your computer system.

From: Sean Lee <[slee@dsbroadband.com](mailto:slee@dsbroadband.com)>  
Sent: Monday, June 21, 2021 9:49 PM  
To: Toni Vaughan <[TVaughan@Spotsylvania.va.us](mailto:TVaughan@Spotsylvania.va.us)>

Cc: Charles Thomas <[cthomas@dsbroadband.com](mailto:cthomas@dsbroadband.com)>

Subject: RE: RFP Clarification Needed - Broadband Expansion Services

Charles, can you respond to Toni request below ASAP.

Thanks,

Sean Lee

President/CEO

**Data Stream Broadband Corp**

41 W Lee Hwy Ste 59-121

Warrenton, VA 20186

T (877)303-8956

M (407)766-0225

F (775)628-784

[slee@dsbroadband.com](mailto:slee@dsbroadband.com)

[www.dsbroadband.com](http://www.dsbroadband.com)



---

From: Toni Vaughan <[TVaughan@Spotsylvania.va.us](mailto:TVaughan@Spotsylvania.va.us)>

Sent: Monday, June 21, 2021 3:18 PM

To: Sean Lee <[slee@dsbroadband.com](mailto:slee@dsbroadband.com)>

Subject: RFP Clarification Needed - Broadband Expansion Services

Importance: High

Mr. Lee,

I am in need of clarification of your submitted RFP as there is some confusion as to the referenced attachments and appendices. For instance:

The attachments noted throughout the proposal, as well as what appears to be an attachment list, on page 20, appear to be in arrears, and are either missing, or improperly or inaccurately marked. For example, page 3 of the proposal references Appendix F as Pricing and Plans appear to possibly be listed in Appendix G. Also on page 3, Appendix H is referenced as subsidy programs; however, I believe the referenced information is actually Appendix J. On page 7, Appendix A and B reference Proposed Equipment Maps and Detailed Propagation Maps examples; however, there is no Appendix A or B.

I am in need of a response of clarification as soon as possible. Please acknowledge receipt of this message and provide clarification. Thank you!

Toni

Toni Vaughan | Procurement Division Administrator

Spotsylvania County Procurement Division

P.O. Box 215 | 8800 Courthouse Road

Spotsylvania, VA 22553

540-507-7524

[tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us)





# DATA STREAM SPOTSYLVANIA COUNTY REQUEST FOR PROPOSAL (RFP) #21-30-TV BROADBAND EXPANSION SERVICES

## PROJECT OVERVIEW

### County Broadband Goals

*The goal of the County is to extend affordable broadband internet service access to every resident in Spotsylvania County. Spotsylvania County is comprised of approximately 407 square miles and has approximately 135,000 residents.*

Data Stream is pleased to submit this proposal for Spotsylvania County in achieving its goals of providing the County of Spotsylvania residents, and Spotsylvania County Schools, a term contract for the expansion and construction, deployment, maintenance, of a “fee-for-service” broadband network. Providing Internet Service to subsets of unserved and underserved homes and businesses throughout Spotsylvania County with a high priority on unserved and underserved areas of the Berkley and Livingston Districts. Data Stream Broadband, a Communications Service Provider, is proposing to deliver a multi-phased build Hybrid Fixed Wireless, Fiber, and Mobile 5G Capable Network to meet the county’s broadband delivery goals. Data Stream Broadband will expand, construct, deploy, maintain, own, and operate a “fee-for-service” broadband network to provide Internet Service to unserved and underserved areas throughout the County. Data Stream Broadband will partner with Spotsylvania County to obtain funds through all federal and state initiative broadband programs. Data Stream is certified through the USAC federal program, qualifies for access to E-rate, Rural Health Care, High Cost, and Lifeline programs.

Data Stream Broadband has completed an extensive RF review and evaluation of existing tower assets in the county. Data Stream’s Broadband expertise and technology approach allows us the freedom to develop and deploy a carrier grade Hybrid Broadband Networks tailored for each distinctive community. This solution aligns with the County’s objectives to provide for the expansion of broadband access and capacity into unserved and underserved areas of Spotsylvania County. Furthermore, Data Stream and its partners will develop the infrastructure that will be a jobs creator, improve access to online education, and improve the quality of life for its residence while driving economic growth in the county. We believe our solution will position the

County as a leader in closing the digital divide and provide a broadband blueprint for other counties emulate.

“Building the Technology of Tomorrow” is not just a catch phrase but a path forward in thinking. Data Stream's robust architecture is designed to support the foundation for the Internet of Things (IOT). For many folks hearing the catchphrase ‘Internet of Things’ means they can have their hot coffee waiting for them when they wake up. While this is true, IOT applications are maturing beyond home appliances at a rapid pace and will impact virtually every aspect of our lives. These include **Smart Energy** for both residential and commercial buildings; **Smart transportation** supporting multi-modal transportation, smart traffic lights and smart parking; **Smart IoT devices** a wide range of reporting devices such as sensors, visibility devices and other end points fusing information into our daily lives are just some of the advantages when designing and building the technology of tomorrow.

Data Stream Broadband's fully operational resources are well positioned for rapid deployment and are currently providing Broadband Service in Northern VA, including Spotsylvania County. Data Stream employs its own in-house customer service team as well as technical and field service personnel. Our fleet of trucks are poised and ready to deploy to get all of our new subscribers online immediately. As a full-service communications provider Data Stream also brings a full suite of services such as Giga Blast Whole Home Wifi, Voice-Over-Internet-Protocol Home Phone Service, Internet Protocol Television with Local Channels. Selecting Data Stream is the right choice as we are delivering first class networks that bring the full urban experience to rural Spotsylvania.

The Data Stream 5G Capable Project Plan as described in detail below will not only meet the county's goals but exceed them and will stand the test of time far into the future. Data Stream Broadband is the first small minority owned company to deploy carrier class equipment in its build. This mindset allows Data Stream to build and operate a communications network that is poised to handle future technologies as in Smart City infrastructure with sensors and devices capable of communicating gaining data to improve our lives; Improved Rural Health Care Access with the availability of ultra-reliable low-latency communication (URLLC), expanded cellular coverage with faster smartphones are just a few of the advantages of the Data Stream 5G Project for Spotsylvania County.

### **Data Stream Commitment**

- *Be committed to complete the work within one (1) year, after negotiations and acceptance of the Detailed Design.*

- Data Stream has a proven track record of building and deploying networks within exceedingly tight time frames, including deploying two sites in Spotsylvania County within weeks. Data Stream set a precedence by building, deploying, and bringing online 13 sites (with customers) in nearby Fauquier County within 6 months. What makes us unique in the industry is that our construction and deployment services are in-house eliminating dependencies on contractors' schedules. Data Stream's deployment plan is based on a phased approach with the initial phase focused on providing coverage to the maximum number of households in the shortest period of time. In parallel, Data Stream will strategically position assets and resources for subsequent phases to infill harder to reach locations and serve key locations with fiber to the home.
- *At the eighteen-month (18) anniversary of contract signing, all serviceable units planned must be offered broadband service at the speed requested. If for any reason, the number of serviceable units is not reached by contract end; the County reserves the right to hold all matching funds remaining, until such time when the agreed upon serviceable unit count is reached.*
  - Data Stream has onboarding metrics already in-place and will deliver monthly reports of "planned serviceable units covered" to the county.
- *Demonstrate satisfactory past performance.*
  - Data Stream has demonstrated its ability to successfully constructed and deployed carrier grade networks with operators such as AT&T, Sprint, DISH, and T-Mobile. This directly led to the award of a 19 site LTE 4G build out in Fauquier County in 2019. Data Stream is currently operating and growing the Fauquier County network with plans to migrate to a 5G capable infrastructure.
- *If the Offeror already serves Spotsylvania County, provide summary data on existing service, including the connection speeds provided, to document past performance.*
  - Data Stream is currently offering the following Service packages in Spotsylvania County. See **Appendix (F) Pricing and Plans**
- *Note in the response if there is a preferred method of funding; to include utilization of leveraged funds for a Virginia telecommunication Initiative (VATI) Partnership and Application.*
  - Data Stream has partnered with Spotsylvania in a previous VATI Grant submission and would be interested in future submissions.
  - Data Stream would team with the county to obtain all federal and state funding for the project. **See Appendix (J) Subsidy Programs**

## Overview of Scope of Service

*The County desires a broadband Public/Private Partnership to provide quality internet service to its citizens at 100Mbps download and 100Mbps upload speeds. Offerors may submit proposals for alternate download and upload speeds; however, no proposal should be submitted with less than FCC speeds of 25 Mbps download and 3Mbps upload.*

Data Stream Broadband, a Communications Service Provider, is proposing to deliver a multi-phased build Hybrid Fixed Wireless, Fiber, and Mobile 5G Capable Network to close this communications gap in the Livingston and Berkeley districts along with entire county. Data Stream has a proven track record of providing high performance broadband networks and is proposing to Spotsylvania County a broadband network with a baseline service performance of 100Mbps download and 20Mbps upload speeds. For those with lower performance needs and those with higher performance needs Data Streams' will also offer service plans from 25Mbps up to 220Mbps download and 15Mbps up to 20Mbps upload speeds while delivering low latency of 10ms – 30ms on average. Our vast knowledge of network builds and service plans have prepared us to understand real world customer needs and we will plan accordingly.

## Additional Areas of Focus

- *Provide seamless and reliable broadband access that does not impose less than 500 GB monthly caps on a user's total upload and download data capacity or restrict usage when a cap of less than 500 GB*
  - Data Stream provides reliable broadband access and does not impose data caps or throttle subscribers
- *Research and prepare all necessary FCC related forms and submittals required to provide services.*
  - Data Stream is FCC licensed and certified to build and maintain all services proposed in this project. Furthermore, as a best practice, Data Stream utilizes all licensed technology in its broadband deployments.
- *Procurement of any permits required for the distribution of Internet content or FCC licensing.*
  - Data Stream holds all FCC permitting and licenses to build, distribute and maintain all its services.
- *Design, implement, operate, and maintain the broadband network*
  - Data Stream and its partners utilize the latest in network and system design with the experience to successfully implement it. Our network operations and customer service teams as well positioned for expansion to support the Spotsylvania Broadband network. Data Stream continues to explore opportunities to improve its established operational and support processes to deliver best in class service and network broadband performance.

- Provide a household-level coverage map showing predicted coverage and number of households estimated to be served.
  - Data Stream utilizes the latest in RF Propagation mapping. Combined with local GIS data we are able to deliver viable coverage maps through the county.
- *Provide marketing, sales, customer billing and account billing and collections*
  - Data Stream is a full service communications provider as has marketing and sales team ready to work and implement an aggressive strategy in the county to brand its products and services. Data Stream also has a world class accounting and billing software that has won many industry awards.
- *Perform a post-construction verification of connection coverage, speed, and quality*
  - Post-Construction Commissioning of a new site includes a formal ATP Acceptance Test Procedure to verify proper installation and benchmark coverage, speeds, and latency.
  - As part of our ongoing network optimization best practices, Data Stream routinely conducts post deployment coverage and performance activities for all of its sites. We also monitor each device for performance, quality of service and consistency throughout the entire network.

## **SPECIFIC PROPOSAL REQUIREMENTS**

### **Section 1 – Methodology/Specific Plan:**

Data Stream Broadband’s hybrid build methodology insures the highest number of rural homeowners receive highest level coverage. Specifically, Data Stream will deploy a multi-level, multi-phase approach where site builds/deployments are conducted in parallel for coverage expediency and performance during the project build. The strategic plan is as follows; items are not in any particular order as items will be done in parallel to meet the counties (1) one year project build. In addition, there are some Phase II activities that will begin in Phase I, however will be fully executed in Phase II.

**See Attachment (6) – Spotsylvania Project Timeline**

## **PROPOSAL REQUIREMENTS**

### **1. Proposal — System Deliverables and Submittals**

#### **1.1. General**

##### **1.1.1. \*The Offeror will be required to propose a partnering agreement.**

- 1.1.1.1. Data Stream has a history with partnering agreements. We propose a PPP in the framework of “Build–Own–Operate (BOO)” model. Furthermore, we have seen the best designs are a collaboration where

the county creates a “Special Purpose Vehicle (SPV)” that’s made up of both county and Data Stream personnel to obtain the many state and federal broadband funding vehicles available. When appropriate or required Data Stream will participate in the role of a Covered Partnership as well.

**1.1.2. The Offeror will provide a detailed description of the proposed system and services to be provided.**

1.1.2.1. Data Stream has developed and expertise in “Rural Hybrid Professional Engineered 5G Network” model. This model using carrier grade equipment delivers is the most expedient and highest performance networks. The Network follows all FCC CBRS requirements and rules. All equipment is FCC approved, licensed, and utilizes the latest 5G capable technology. The proposed system consists of multiple network layers to deliver high performance broadband, enhance data mobility along with an IOT architecture design.

1.1.2.1.1. The **Fixed Wireless Non-Line-Of-Site (NLOS)** Macro Layer using high performance 5G capable radios that are expeditiously deployed on existing tower structures that fit into the RF Plan.

1.1.2.1.2. The **Small Cell Non-Line-Of-Site (NLOS)** Micro Layer is designed to (a) fill in the gaps between Marco Layers to enhance performance; (b) Provide Fiber-to-the-Premise (FTTP) end points severely cutting the cost to run fiber in very sparsely populated areas.

1.1.2.1.3. **Fiber-to-the-Premises (FTTP)** Layer is designed to bring fiber service directly into a community without the extended time and cost to extend fiber down long stretches of roads that are sparsely populated. Fiber is run into communities along roads connecting driveways.

1.1.2.1.4. **Mobility Layer** is a value-added layer to the Macro and Micro Layers enhancing mobile device coverage and performance. As more devices are connected our 5G capable network mitigate congestion issues by intelligently transmitting to each device, with high precision therefore raising the performance of each device.

1.1.2.1.5. **IOT Architecture Design** all the county to realize and have the ability for future expansion and functionality for smart city technology. sensors that digitalizing entire traffic systems, accelerating agriculture digitalization, connecting every aspect of the business, and farming accelerating agriculture digitalization are

just a few of the advanced features of the Data Stream IOT Architecture Design.

1.1.2.1.6. **Internet Services Available** via the Data Stream Network include:

***IPTV (Internet Protocol Television)*** with live and local channels a Data Stream delivered service.

***VOIP (Voice Over Internet Protocol)*** a Data Stream delivered service.

***Gigablast Router Wifi Service***, optimized internet for whole home WiFi 6 coverage a Data Stream delivered service; available services include

***Immersive Media*** – Emerging technology platforms such as 360 degree video, mobile 360, virtual reality (VR), augmented reality (AR), mixed reality (MR), extreme reality (XR), wearables and IOT (Internet-of-Things) technology and appliances.

1.1.2.2. **Offerors are required to provide maps showing proposed locations for equipment – which vertical assets.**

1.1.2.2.1. **Appendix (A) Proposed equipment maps**

1.1.2.2.2. **Appendix (B) Detailed propagation maps examples**

1.1.2.2.3. **Proposed methods to address limited coverage areas.**

1.1.2.2.3.1. Data Streams' addresses the limited coverage areas through Small Cell and Fiber-to-the- Premise deployments. This is accomplished by sending the backhaul service via licensed microwave directly into the area. The Small Cell delivers the 5G capable service in the areas and that service is enhanced with Fiber-to-the-Premise form the Small Cell location.

1.1.2.2.3.2. **The Offeror will provide a phased project plan outlining the tasks performed by the Offeror to provide the services in this RFP.**

**Attachment (6) Spotsylvania Project Timeline**

1.1.2.2.3.2.1. **Physical site assessment for the site(s)**

1.1.2.2.3.2.1.1. Data Stream's RF team task has devised a RF Coverage Map based on all the given data available. The team's task is validating all GIS data in the county and devise and RF Plan to reach unserved and underserved residents throughout the county. The team recognizes that in some cases there are pockets of unserved and underserved residents nearby served communities. Thus, our RF Plan will

not only deliver service to unserved and underserved residents, it will create competition for the current local providers.

**Attachment (1) – Project Area Maps**

**1.2. Operational Deliverables and Submittals**

**1.2.1. Provide Service Level Agreements for subscribers for the County’s review. Appendix (D) – Residential Service Level agreement**

**1.2.2. Offeror will be required to provide operations and maintenance of site equipment.**

1.2.2.1. Data Stream field service personnel are trained and certified through manufacturers training to operate and maintain all deployed equipment.

**1.2.3. Offeror will be required to provide tiered severity level response times for subscriber service and outages.**

1.2.3.1. Data Stream has a 3-tier response structure to support everyday network maintenance, Customer Service issues, and Expedited resolution of an unforeseen outage.

- Tier 1 support communicates directly to the effected subscribers with basic trouble shooting procedures to resolve “Minor” issues and service restoration for a individual subscriber. If issue the is unresolved, it is escalated to Tier 2 for a deeper look into the root cause and assistance with resolution and restoration.
  - Immediate phone support 9-9 M-F 9-5 Sat  
(Upon Award Customer service hours will be expanded to 24x7x365)
  - If a technician is required to be dispatched all effort are made to be on site by the next business day.
- Tier 2 support works directly with our NOC network operations center to quickly assess any “Major” network performance issues that could be impacting service on a sector or tower site basis. Tier 2 resources determine a root cause along with a timetable to complete restoration of services. All progress is posted and communicated to the effected subscriber base.
  - “Major” Service impacting issues are resolve within 24-48 hours
- Tier 3 support works directly with engineering to quickly assess “Critical” network performance issues that could be impacting service on a network wide basis. All necessary resources are employed to resolve Critical issues on a 24x7 until service is restored. All progress is posted and communicated to the effected subscriber base.



- “Critical” Service impacting issues within our control are resolved within 24-48 hours

**1.2.4. Offeror will be required to provide billing and accounting systems for subscribers.**

1.2.4.1. Data Stream use the award-winning CRM Sonar. Sonar is a modern, cloud-based solution that simplifies processes like billing, provisioning, customer service ticketing, field resource scheduling, and brings them in to one screen.

**1.2.5. Offeror will be required to provide all sales and marketing of proposed service. The County may assist in marketing by providing marketing information in direct mailings to citizens and/or provide minimal information with contacts on The County’s website.**

1.2.5.1. Data Stream has in-house and contract support for sales and marketing. Our sophisticated targeted marketing approach allows us to prioritize need. We also utilize online marketing resources and will partner with the counties CIO to expand our communications in the county.

## **2. General Offeror Information**

### **2.1. Name of company.**

2.1.1. Data Stream Broadband Corporation.

### **2.2. Length of time in business.**

2.2.1. Data Stream Broadband was commissioned in Virginia on 10/14/2019, the parent company Data Stream Mobile Technologies, Inc. has more than 20 years of service.

### **2.3. Length of time in business providing proposed services.**

2.3.1. Data Stream has been providing Broadband services 06/01/2019

### **2.4. Gross revenue for the prior fiscal year (in US dollars).**

2.4.1. 5 million

### **2.5. Estimated percentage of gross revenue generated by proposed services.**

2.5.1. 40%

### **2.6. Total number of current customers**

2.6.1. Data Stream Broadband currently has 650 subscribers on its network

### **2.7. Number of public sector customers**

2.7.1. All customers are private sector

### **2.8. Number of full-time personnel available to perform the work expeditiously**

2.8.1. Data Stream Broadband currently employs 17 FTE. Upon award Data Stream will quickly ramp up resources accordingly

### **2.9. Proof of Offeror being registered and licensed in the Commonwealth of Virginia to design, provide and maintain a broadband network.**

2.9.1. Virginia State Commission Entity ID:11118679

2.9.2. Details:

<https://cis.scc.virginia.gov/EntitySearch/BusinessInformation?businessId=11118679&source=FromEntityResult&isSeries=False>

**2.10. Where is the Offeror's headquarters located?**

2.10.1. 1535 S Perimeter Rd # 36B, Fort Lauderdale, FL, 33309 – 7105

**2.11. Where does the Offeror have field offices located?**

2.11.1. Data Stream has two Network Operations Centers strategically located in Fauquier County and one in Spotsylvania County Virginia.

**2.12. Which office would serve Spotsylvania County business and residents?**

2.12.1. Data Streams Network Operations Center in Spotsylvania County located at 9104 Courthouse Rd, Spotsylvania Courthouse, VA 22553

**2.13. If the Offeror has had a contract terminated for default during the past 5 years, all such incidents must be described.**

2.13.1. Data Stream has not had any contracts terminated for default

**3. Service Schedules and Cost of Services**

**3.1. Do you offer month to month or minimum contract term for data service?**

3.1.1. Data Stream has no contracts all broadband services are month to month and subscribers may cancel at any time for any reason.

**3.2. Cost to the customer for: Broadband access full time plan(s)**

**3.2.1. Appendix (F) Plans & Pricing**

**3.3. Cost to the customer for: Shipping, normal for placed orders**

3.3.1. Shipping is current UPS Ground cost

**3.4. Cost to the customer for: Overnight or expedite shipping**

3.4.1. Expedited shipping is current UPS Overnight shipping cost

**3.5. Cost to the customer for: Broadband customer premise equipment /Modem device**

**3.5.1. Appendix (F) Plans & Pricing**

**3.6. Cost to the customer for: Installation at customer premise**

3.6.1. Data Stream standard installation is \$199, includes installation of Customer Premise Equipment (CPE), Router and Cabling (10 ft into the premise)

**3.7. Cost to the customer to cancel service: after one month, 1 year, 2 years**

3.7.1. Data Stream has no cancellation cost

**3.8. Cost to the customer for activation/implementation**

3.8.1. Data Stream has no activation cost

**3.9. Do you support direct customer service & Offeror relations without 3rd party involvement?**

3.9.1. Yes, Data Stream employs direct customer service personnel

**3.10. What are your typical customer service response times?**

3.10.1. Data Stream strives to answer each call into our network by a live person. Should a subscriber have a service related issue our trained staff will strive to resolve the issue during the call. Should a visit be needed Data Stream service personnel will be dispatched base on issue severity level and at the subscriber's earliest availability for scheduling.

**3.11. Do you guarantee a particular response time?**

3.11.1. Data Stream strives to resolve customers issues at the earliest possible time. Although we do not have a guaranteed response time subscribers may have expedited on-site service for a fee.

**4. Project Area Selection**

**4.1. 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(s).**

4.1.1. Data Stream selected to serve Spotsylvania County based on a long term relationship with the county and participation in the VATI grant process. Data Stream also targeted Spotsylvania County as it aligns with our regional 5G expansion plans.

**5. Residential Serviceable Units**

**5.1. 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.**

5.1.1. According to the 2019 Census, the estimated population of the county is, estimated at 50K households. The Data Stream network is designed to offer service to each home. The Data Stream will strive to provide coverage to 90% of the homes in the county. The Coverage area as depicted by our RF model (**See Attachment #1**) and our gathered data gave us the ability to model the needed coverage down to the street level. In addition, our knowledge of building in a phased approach gives enables us to have a more precise analysis to augment the build plan as needed for maximum coverage.

**6. Businesses and Community Anchor Institutions**

**6.1. Indicate the numbers of businesses and community anchor institutions the proposed project(s) will pass in the project area(s). Also indicate the**

**number of home-based businesses. Provide specific information. The County is available to assist in this data collection effort.**

- 6.1.1. According to the 2019 census there are **2,539 businesses in the county**. Data Stream will need to solicit the county's assistance in identifying the number of those businesses that are classified as a home-based business. This proposals coverage encompasses the entire county, and the potential for each business to be serviced by Data Stream is high. Data Stream has service plans specifically targeting businesses that require greater performance from their broadband carrier.

## **7. Projected Take Rates**

**7.1. 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(s).**

- 7.1.1. Data Stream's outreach program will begin three months prior to the service launch date. Through a campaign of radio advertising, yard signs, door hangers, social media, refer a neighbor program, and other efforts throughout the county, DataStream will create a high level of awareness that they are providing reliable affordable broadband in the unserved area. It is anticipated that this outreach effort will result in a 50% - 75% service adoption rate in the service coverage areas. Data Stream believes this is a reasonable expectation. Data Stream believes that trust and commitment to the community are key contributors in reaching our target take rates. Our marketing efforts have already begun in the two areas we have deployed. Data Stream believes that the best marketing efforts revolve around trust and being a good community partner. Upon successful award, Data Stream will immediately ramp up is marketing efforts in the county, we have always believed in grass-roots marketing and education. This includes activities such as community meet-and-greet, specifically in the unserved and underserved communities of the county, subscribers need to trust the people serving them (participation begun and more being planned), mass marketing and target email marketing efforts, community sponsorships, participation in community events, news, participating in and sponsorship in youth activities are some of the ways Data Stream believes it can and will be a good community partner, and social media outlet advertising. Data Stream is an FCC USAC member and participates in federal assistance programs.

## 8. Wireless Infrastructure Ownership

8.1. For wireless projects only: Please explain the ownership of the proposed wireless infrastructure. Will the wireless Internet Service Provider own or lease the radio mast, tower, or other raised structure onto which the wireless infrastructure will be installed?

8.1.1.1. Data Stream will own all radio equipment used to broadcast its service. Data Stream will also own newly raised structures built to achieve coverage goals. All equipment to the subscriber is owned by Data Stream unless purchased by the subscriber. Data Stream will lease space on existing structures that fit into its RF Plan including existing county structures for rapid deployment.

## 9. Download and Upload Speeds

9.1. Provide the proposed download and upload speeds for the project area(s). 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 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.

9.1.1.1. See Appendix G

## 10. Network System Design

10.1. Provide a description of the network system design used to deliver broadband service from the network's primary 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(s). 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.**

10.1.1.1. The Data Stream network architecture is unique in its design and was created by Data Stream to address the challenging factors in rural communities. The Data Stream network is a Professionally Engineered Multi-Layer Redundant Hybrid 5G Capable design that has the robustness to also support an Internet of Things Architecture.

1) **Layer one, The Fixed Wireless Macro Site Deployments;** This layer is the foundation of the network. It is designed to cover the largest area and connect the most subscribers in the shortest period of time. Utilizing Standards based LTE 4G/5G technology and

operating in protected CBRS spectrum, this network can deliver exceptionally reliable performance today while leveraging advancements of 5G development well into the future. Our fixed wireless core is a fully evolved cloud native 5G Core network based on new Service-Based Architecture (SBA). This allows new services to be created faster and in a more agile way. SBA is based on microservices, enabling independent life cycle management and fast service design. It's also ready to support network slicing – a key enabler for 5G for enterprise. The core is a cloud native dual-mode 5G Core that combines Evolved Packet Core (EPC) and 5G Core (5GC) network functions into a common cloud native platform for efficient Total Cost of Ownership (TCO) and smooth migration to fully functioning 5G.

**2) Layer two, The Small Cell Deployments;** This delivers all the performance and functionality of the fixed wireless macro deployments by filling in the gaps and or edges of a fixed macro site. Data Stream small cell solutions can also be a fully contained system serving many different existing infrastructures, including bus stops, information kiosks, billboards, street manholes and lamp posts. Connected street furniture offers a great platform for providing seamless connectivity and digital services. They are also a natural part of a wider urban landscape, influenced by local needs and technological innovations.

**3) Layer three Fiber-to-the-Premises (FTTP)** delivers a full fiber connection mainly from our Small Cell Sites (SCS) that is directly connected to individuals' premises, that can be a single or multitenant building. The deployment of 5G will place a high demand on existing fiber routes many of which may not have been designed for newer technology made available by our SBA. Our FTTP network solution will enable Data Stream to overcome fiber network exhaust, while avoiding major new fiber investments.

**Internet of Things Architecture;** The Data Stream Network design architecture includes industrial automation, mission critical IoT, and advanced consumer services like virtual reality, augmented reality, and gaming with outstanding user experience. Our design is built to support the inherent diversity of IoT systems, security, enabling next-generation connectivity and services. The Data Stream architecture will usher in the *Smart County Era*.

***The Data Stream 5G Capable Mobility Layer;*** This layer will be enhanced cell service by increasing the coverage capacity and performance of the existing cellular network in Spotsylvania county by intelligently transmitting to each device, with high precision.

***The Data Stream Technology Partner:*** Ericsson is the market leader providing 5G infrastructure to the major carriers as well as the world's leading developer of 5G equipment and technology. The Data Stream 5G network is a standards-based platform made for innovation. It's designed to cater for all the use-cases and use-places that can be realized with a faster, more responsive, and more reliable connectivity. And that brings new experiences to smartphones, other of devices. The number of cellular IOT devices has already surpassed 1 billion and is estimated to surpass 5 billion in 2025. Many of these devices will support services that we used to see as futuristic, such as AR, VR, connected automated vehicles and remote-controlled robots. Ericson's 5G networks are currently breaking new ground all across the world, with commercial networks live across 5 continents.

***Data Transport Infrastructure:*** Currently Data Stream has two sites deployed in the county that are being supported by a single 1 GB circuit. Data Stream will add an additional 10 GB circuit scalable up to 100 GB or more as needed. The data network will be constructed in two layers; one being the main data transport and the second as an automated redundant fail-over ring on a completely separated source to sustain the highest uptime and performance.

***Backhaul architecture;*** All sites will be fed by a middle mile 1Gig/10Gig licensed microwave backhaul or a direct fiber connection. The licensed microwave network topology will consist of a ring topology allowing no more than two hops' spurs with a third hop closing the loop back to an inner ring or the core data center. Redundant licensed point to point fixed wireless links will be utilized between major node sites where fiber is not feasible/available. Hub and spoke topology with redundant transport routed back to the core data center will be utilized as well where appropriate. The backhaul network will be fed by multiple IXC fiber transport POPs to assure ample capacity, scalability, route diversity and geo diversity resulting in exceptionally reliable access to the internet.

***Data Stream Network Operations Centers (NOC)*** utilizes the latest in network performance and monitoring software on the market today. Our

systems monitor each device on the network for performance and uptime. As the saying goes you can't manage what you can't measure" Data Stream will open a second Office/NOC in the county to maintain exceptional response time and presence.

## **11. Project Readiness**

**11.1. What is the current state of project development (e.g. planning, preliminary engineering, identifying easements/permits, financial agreement with community (if applicable), final design, etc.)? Prepare a detailed project timeline or construction schedule which identifies 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 18 months of contract execution with The County. Label Attachments: Attachment 6 – Timeline/Project Management Plan; Attachment 7 – Relationship between Offeror/Community (if applicable); Attachment 8 – Letters of Support; i. If the Offeror/Community partnership is formalized in a written agreement, provide a copy of that agreement. ii. If the Offeror/Community partnership has not been formalized, provide a short description of the project management role, financial commitment, or other contribution to the project for the Offeror, and any additional partners.**

**11.1.1.** As of this submittal Data Stream has not entered into any formal partnership that would affect our participation or performance in this solicitation. Data Stream is currently partnered with Xtreme LTE for Ericsson system integration and solutions support. For the Mobility Layer Data Stream is aligned with a strategic partner with 20 year of mobile deployment expertise, however all management and tier 1 support remain the responsibility of Data Stream. Data Stream has contracted with an RF Planning firm with more than 20 years of RF Design, Engineering and Modeling to achieve the highest level of accuracy in planning. Data Stream will assign a member of its management team as the project manager. The project manager will be responsible for all aspects of the build to include, assuring milestones are met; coordination of utilities; validating and assuring network performance with engineering; assuring all testing metrics are met; validating site commissioning and reporting metrics.

## **12. Project Matching Funds**



**12.1. Matching funds: Provide a description of the matching funds the applicant will invest in the proposed project. Label Attachments: Attachment 9 - Documentation of Match Funding; Attachment 10 – Funding Sources Table.**

**12.2.** Data Stream Broadband will focus on pursuing all Federal, State, and Local grant funding programs available for expansion of broadband serviceability and service affordability. In support of this effort, Data Stream will establish the appropriate partnerships with Spotsylvania County as required for each funding opportunity. **Attachment 10 – Funding Sources Table**

**12.2.1. i. For each element of matching funds in the description, indicate the type of match (e.g. cash, salary expense, or in-kind contribution).**

**12.2.1.1. Attachment 9 - Documentation of Match Funding**

**12.2.2. ii. Identify whether the applicant or the County are responsible for providing each element of the proposed matching funds.**

**12.2.2.1. Attachment 9 - Documentation of Match Funding**

**12.2.3. iii. Include copies of Offeror quotes or documented cost estimates supporting the proposed budget.**

**12.2.3.1.**

**12.2.4. iv. For projects which involve applications for federal funds through ReConnect and/or Rural Development Opportunity Fund; please describe how the leveraged the County funds and amount will be utilized during application process and post award/offer of federal grant funding.**

**12.2.4.1. RDOF-** Data Stream participated in the 2020 RDOF auction. Based on this experience, participation in future RDOF auction would focus on a Gigabit FTTH bidding strategy. County funds could potentially be utilized to support LOC line-of-credit support required during the first 4 years of build period. Amount is dependent on level of support received post auction.

**12.2.4.2. ReConnect -** Data Stream would leverage Spotsylvania County in a similar manner as the VATI grant process.

**12.2.5. v. For projects which involve applications for federal funds through ReConnect and/or Rural Development Opportunity Fund; please describe grant application related activities required of the County or County Staff. How will the County or County Staff assist in writing grant applications?**

**12.2.5.1. ReConnect -** Data Stream would leverage Spotsylvania County in a similar manner as the VATI grant process.

12.2.6. vi. If responding for multiple project areas and quoting different funds based solutions; depending on the area; please present the funding strategy for each in table format.

12.2.6.1. **See Appendix (H) Subsidy Programs**

### **13. Project Contacts**

13.1. Provide detail if this project includes additional partners such as municipal providers, middle mile providers, or investor owned utilities. Provide a concise description of their role and responsibilities for the project. Present this information in table format.

13.1.1. **See Appendix I Project Contacts**

### **14. Project Budget and Cost Appropriateness\***

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

### **15. Commonwealth Priorities**

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

15.1.1. Data Stream's build plan for the county is aligned with Governor Ralph Northam goal of achieving universal broadband connectivity no later than 2028. In his Commonwealth Connect Report, which is updated. The approach is clear 1) advocacy, 2) support for local governments with broadband planning, and 3) engaging in grant-making to public/private partnerships. Data Stream is engaged in all 3 phases of this approach. 1) Data Stream has been busy educating and advocating with legislators on latest technology advancements that can bring real high performance broadband to rural communities. 2) Data stream has invested in tools an establishing several strategic partnerships to model the challenging issues with deploying in rural areas of the state. 3) Data Stream's leadership is dedicated to understanding the complexities of federal and state grant opportunities to benefit the counties in the region we service. Data Stream efforts have been recognized by the Wireless Internet Service Providers Association (WISPA) by the nomination and acceptance of our teammate to be the WISPA state coordinator for Virginia. Data Stream has always had a regional plan in the areas we serve, and we are moving towards that goal by servicing having now deployed in 4 local counties. As the commonwealth

makes it push for high speed broadband in the state, Data Stream is on the forefront by building 5G Capable Networks for today and well into the future.

## 16. Other Information

### 16.1. Any other equitable factor that the Offeror desires to include.

16.1.1. Data Stream is dedicated to our client's successful project completion; all work is completed in-house or through strategic partnerships. Our Scalable 5G Capable solutions long-life cycle networks extend well into the future. We are subject matter experts, well versed in a variety of advanced technology disciplines with tremendous positive impact. We are driven by higher ethics, superior performance, and unprecedented levels of client satisfaction benchmarks. We are your loyal delivery partner solving complex problems and setting new efficiency standards with our project management processes and extensive technology solutions toolbox. Rest assured your selection of Data Stream not only gives you a dedicated communications solution provider, but we take pride in delivering the type of services today that a common place in urban environments. Our 5G capable network prepares the county for technology solutions including enhanced mobility, advanced technologies that eclipse the 4G barrier of limited connected devices. Data Streams' solution will add more capacity, more "space" to use, which means that there's more room for everyone and that their devices get higher data speeds. Slices of the network can be tailored for a specific purpose and act as its own independent network. Each slice can optimize the characteristics that are needed for a specific service without wasting resources on things it doesn't need. A 5G capable network built by Data Stream plays a key role in the transformation by connecting vehicles, roadside infrastructure and digitalizing the entire traffic system. The same 5G capable network can also connect self-driving farming robots with mission-critical connectivity to make them autonomous and coordinated, improving productivity and safety. Data Streams' Operations Director Charles Thomas has been nominated and accepted to be the **Wireless Internet Service Provider (WISP) Virginia State Representative**. This honored position will give Data Stream additional access to the decision makers in the state and well as supply education and insight to state representative on broadband. There are many companies that can build a network, there are only a handful of companies that have the initiative, experience, knowledge, and forethought to architect a communications delivery platform that will enhance and deliver high performing communications services for today and well into the future for all areas of the county. When you partner Data Stream as your

*Communications Service Provider* you're in good hands, as we say, "We get it did!"

<b>Deliverable</b>	<b>Description</b>
Attachment #1	Project Area Maps
Attachment #6	Spotsylvania Project Timeline
Attachment #7	Relationship between Offeror/Community
Attachment #8	Letters of Support
Attachment #9	Matching Funds
Attachment #10	Funding Source
Appendix A	Detailed maps (21 - 22)
Appendix B	Detailed propagation maps examples (21 - 22)
Appendix C	
Appendix D	Residential Internet Service Agreement
Appendix E	
Appendix F	Plans & Pricing
Appendix G	
Appendix H	Subsidy Programs
Appendix I	Contacts

## Appendix A & B

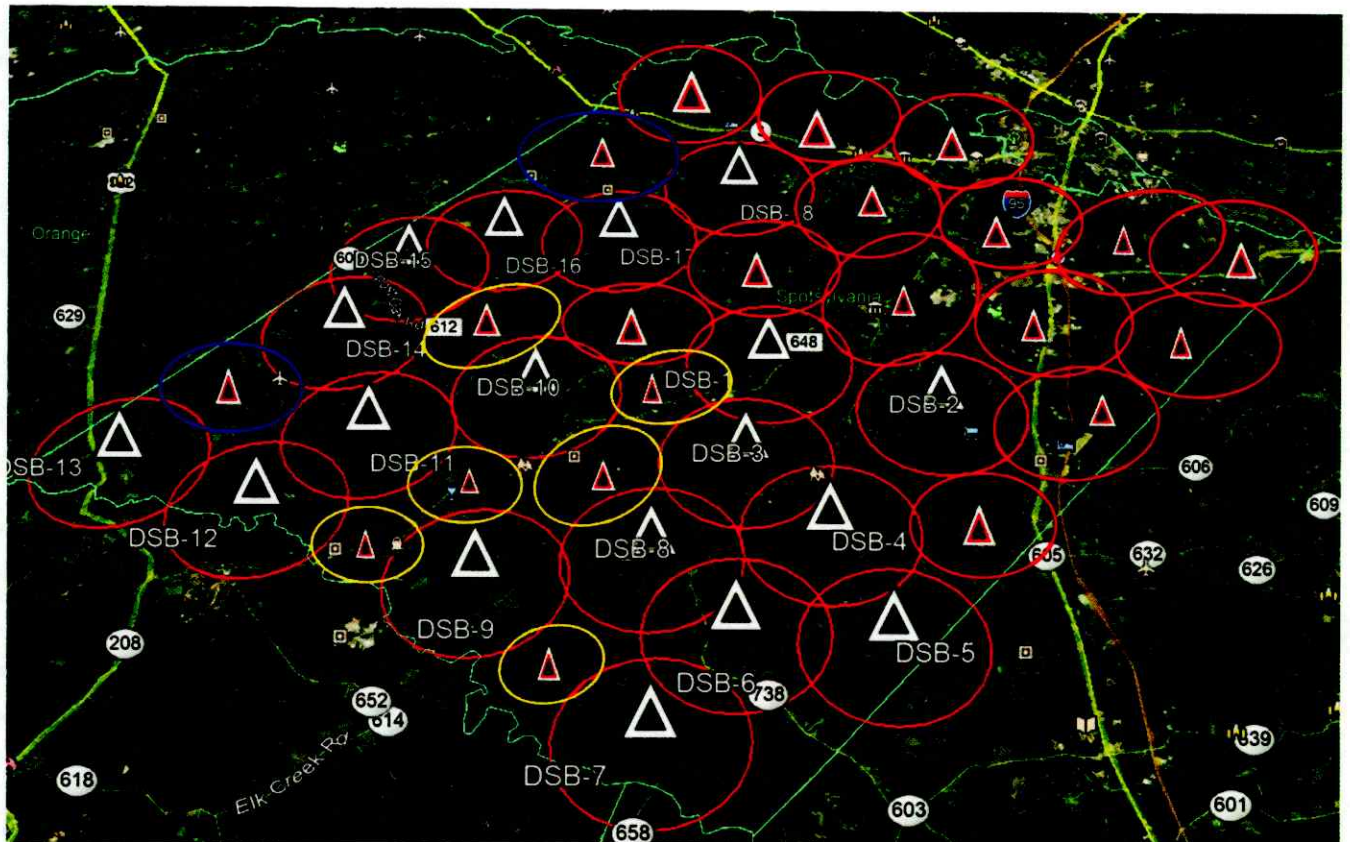
Spotsylvania deployment sites have been identified at a high level. Each site must go through a site acquisition before a detailed coverage map can be completed.. Some sites may shift in the process, thus identifying specific coverages can only be fully complete after the site acquisition. The following is the high level coverage areas for the county and two of the specific RF coverage maps from online sites. All sites will have a detailed coverage map once site acquisition has been completed.

### Data Stream RF County-Wide Coverage Map

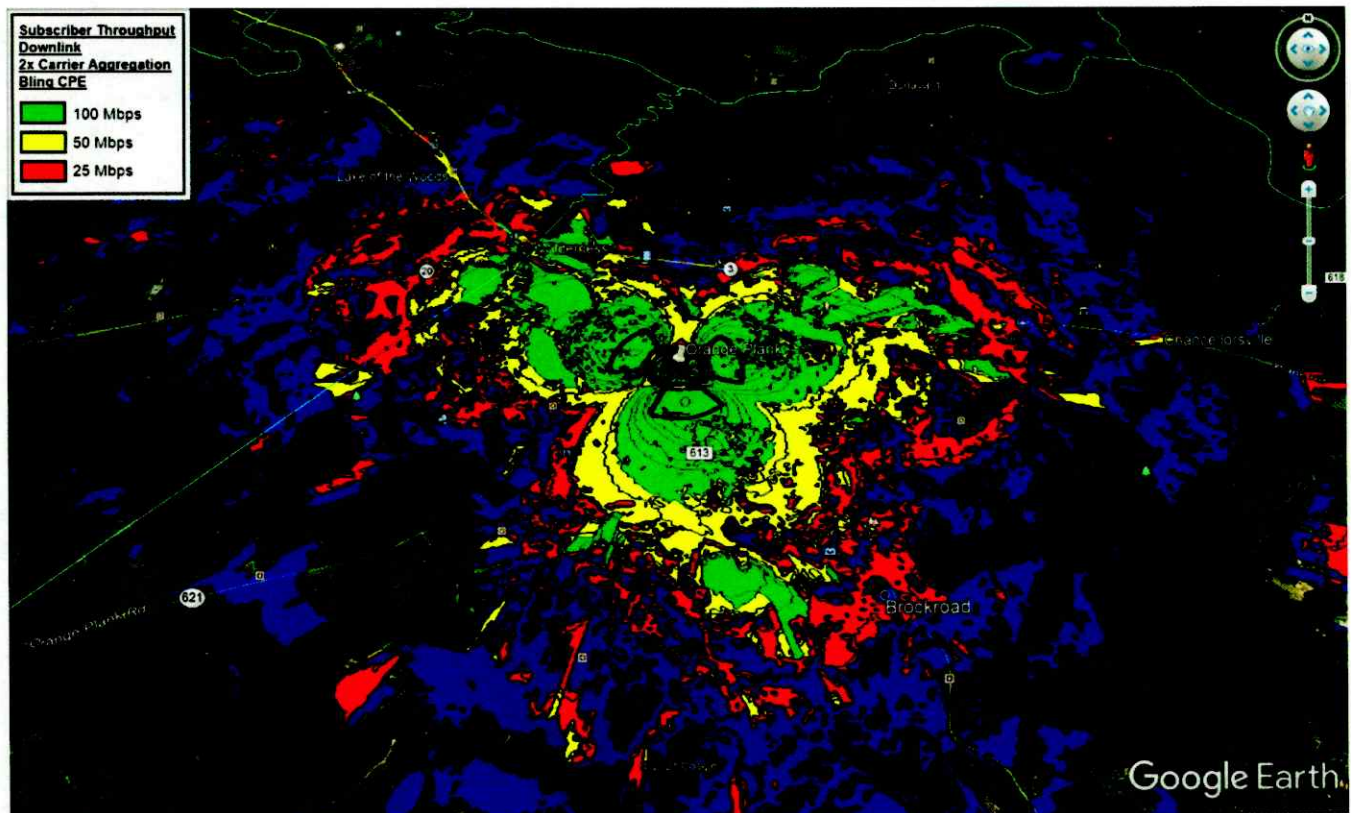
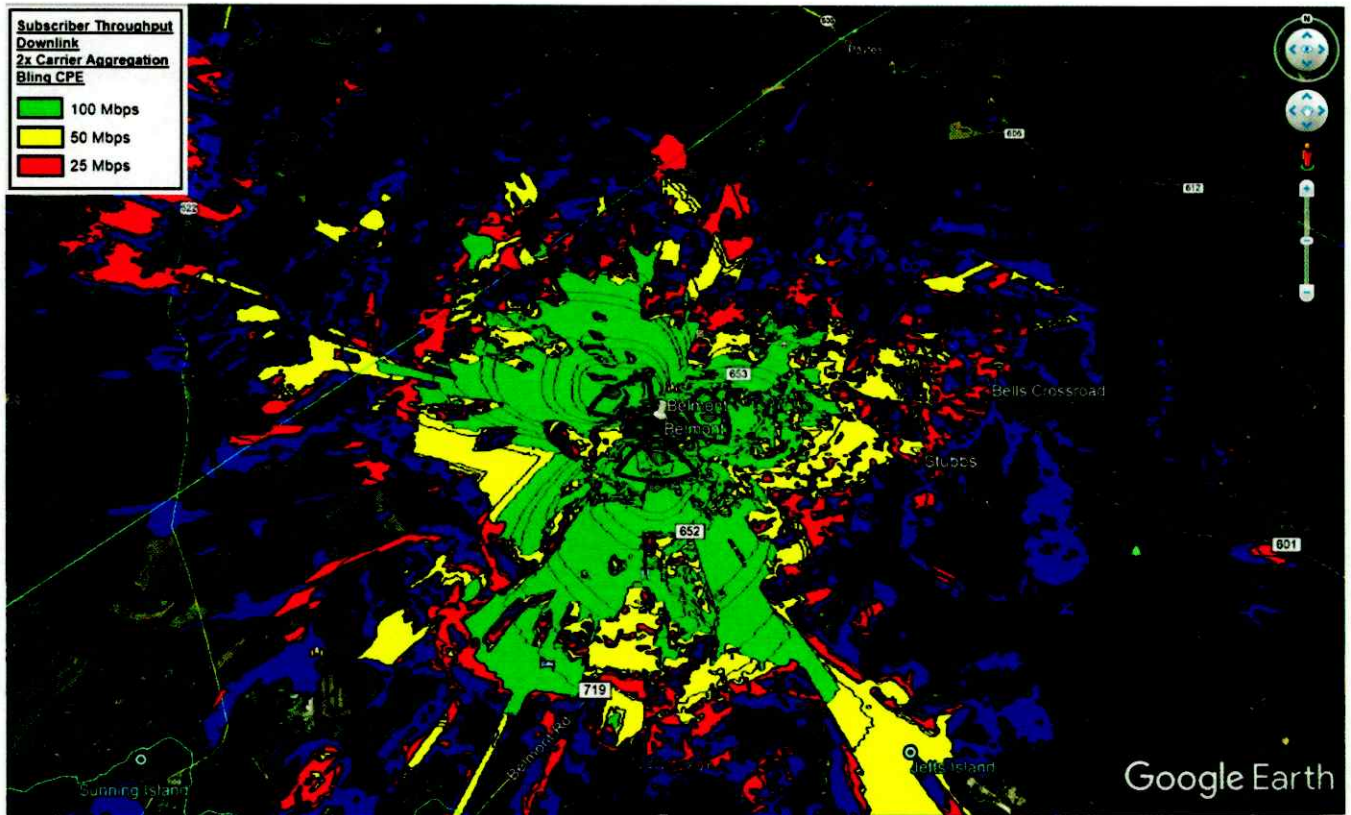
Blue rings represent existing sites at Belmont and Wilderness.

Yellow ring represents potential Small Cell sites.

Red rings represent new site builds.



Detailed closeup of coverage areas for Belmont & Wilderness sites.





# Data Stream Broadband Corp

"Building The Technology of Tomorrow"

## Appendix J Future Subsidy Programs

### Future Subsidy Programs

Program	Source	Administrator	Subsidy	County Partnership	Year	Funding Amount
RDOF Phase II	Fed	USAC	Focus on For high cost areas - 85% Fiber, Bid down to 40% -60%	no	TBD	11B
E-RATE	Fed/State	USAC	Affordability of BB service	no		
VATI	State/Local	DHCD	Rural BB Opportunity based DHCD final guidelines	yes	2022	49.7M
Emergency Connectivity Fund	Fed	FCC	Similar to E-Rate but for Off Campus services - Schools apply for money for remote connectivity and devices. Money for next year. Work with schools who will choose providers	yes	2021	7.2B
EBB Emergency Broadband Benefit Program - Enhanced E-RATE	Fed	USAC	Affordability - 80% to mobile providers, 800 ISPs - Lifeline or school lunch benefit - Estimated 6 MTHs or more \$50 per qualified sub	no	2021	3.2B
Consolidated Appropriations Act	Fed/State/Local	NTIA	Partnership with State County City, Focused on Rural areas, provide service to the most HH in an eligible area. At least one HH without 25/3	Yes application starts soon	2021 90 day Application period	300M
Tribal Broadband Grants	Fed/State/Local	NTIA	Focused on Deployment	yes	2021 90 day Application period	1B
ReConnect Round III	Fed/State/Local	NTIA / USDA	Provides Loans and Grants to extend Rural BB , Goes to the most unserved areas, 33% Win rate - Gigabit rate focused, 25/3 Mbps Min Requirement	yes	2021 Starts by the end of June	635M
ACAM	Fed/State/Local	NTIA / USDA	FCC still in rule making process, 100/25 Mbps for ACAM Carriers	yes	2021	2.5B
American Rescue Plan	Fed/State/Local		Like CARES Act States have final Decision on how funding is spent. Have 4 years to spend, eligible areas are those with no service > 25/3, 100/20 scalable to 100/100 required. Get with State Capitals to help drive direction. May be available for non RDOF winners	yes	2021	350B
5 ACTS possible from NTIA for 2021. Uncertain how this bill will enacted						
AAIA		NTIA	Affordability, Urban, Services		2022	80B
LIFT America		NTIA	Affordability, Urban, Services		2022	80B
American BB Buildout		NTIA	Avoid Overbuilding		2022	15B
BRIDGE		NTIA	Eshoo bill - Lifts bans against munis affordability (40/40 Mbps)		2022	30B
State Fix		NTIA	Reverse Auction		2022	20B



## Data Stream Broadband Corp

*"Building The Technology of tomorrow"*

### Appendix F Download & Upload Speeds

<b>Data Stream Services - Monthly Pricing</b>		
<b>Residential Internet</b>		<b>Spotsylvania</b>
<b>DSBB 15</b>	Internet Service Up To 15/2Mbps	\$49.99
<b>DSBB 25</b>	Internet Service Up To 25/3Mbps	\$89.99
<b>DSBB 50</b>	Internet Service Up To 50/5Mbps	\$129.99
<b>DSBB 75</b>	Internet Service Up To 75/5Mbps	\$179.99
<b>Professional Service Plans</b>		
<b>DSBB 100</b>	Internet Service Up To 100/20Mbps	\$199.99
<b>DSBB 125</b>	Internet Service Up To 125/20Mbps	\$229.99
<b>Business Class Service Plans</b>		
<b>DSBB 150</b>	Internet Service Up To 150/20Mbps	\$259.99
<b>DSBB 200</b>	Internet Service Up To 200/20Mbps	\$289.99





## Data Stream Broadband Corp

*"Building The Technology of Tomorrow"*

---

### Appendix I – Project Contacts

Contact	Role	Responsibility
Sean Lee	President	Overall Performance of Project
Charles Thomas	Operations Director	Project Coordination and Operations
Pete Vavra	Systems/Vendors	Systems Equipment Performance
TBD*	Project Manager	Coordination of Project and Performance
TBD*	Field Service Mgr.	Manage Field Service & Install Tech
TBD*	Customer Serv. Mgr.	Manage Customer Service Team
David Tirado	Network Engineer	Network Performance and Operations

Data Stream is interviewing candidates including in-house candidates for TBD positions\*

**From:** [Charles Thomas](#)  
**To:** [Annette D'Alessandro](#); [Toni Vaughan](#)  
**Cc:** [Sean Lee](#); [Bonnie Jewell](#); [Ed Dooley](#); [Rich Maidenbaum](#)  
**Subject:** RE: [EXTERNAL]: Ericsson is Scalable to over 100 on the Uplink!  
**Date:** Thursday, September 9, 2021 10:47:08 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

**CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.**

Yes, this is correct. The Ericsson equipment (64T64R massive mimo radios) that are being deployed can scale to 100/100 and the fiber of course can reach that level and higher.

The link that I attached from the Ericsson site indicates the ability to scale.

*Regards,*

*Charles Thomas  
Data Stream Broadband  
"Delivering The Urban Broadband Experience in Rural America"  
41 W Lee Hwy Ste 59-121  
Warrenton, VA 20186  
cthomas@dsbroadband.com  
<https://dsbroadband.com>  
877.303.8956*



CONFIDENTIALITY NOTICE: This electronic mail message contains information that is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and is intended only for the use of the Addressee(s) named herein. If you are not the intended recipient, an addressee, or the person responsible for delivering this to an addressee, you are hereby notified that reading, using, copying, or distributing any part of this message is strictly prohibited. If you have received this electronic mail message in error, please notify our company by replying to this email and take the steps necessary to delete the message completely from your computer system.

---

**From:** Annette D'Alessandro <ADAlessandro@spotsylvania.va.us>  
**Sent:** Thursday, September 9, 2021 10:31 PM  
**To:** Charles Thomas <cthomas@dsbroadband.com>; Toni Vaughan <TVaughan@Spotsylvania.va.us>  
**Cc:** Sean Lee <slee@dsbroadband.com>; Bonnie Jewell <BJewell@spotsylvania.va.us>; Ed Dooley

<EDooley@spotsylvania.va.us>; Rich Maidenbaum <RMaidenbaum@spotsylvania.va.us>

**Subject:** RE: [EXTERNAL]: Ericsson is Scalable to over 100 on the Uplink!

Thank you so very much for the information and your prompt response. By no stretch of the imagination am I a technical person so I just want to clarify this information. Are you stating that the equipment that you are currently deploying in the County is scalable to 100/100 and that 100/100 can be achieved throughout the entire hybrid broadband deployment plan that is proposed for Livingston and Berkley?

Thank you,  
Annette

---

**From:** Charles Thomas [<mailto:cthomas@dsbroadband.com>]

**Sent:** Thursday, September 9, 2021 7:08 PM

**To:** Toni Vaughan <[TVaughan@Spotsylvania.va.us](mailto:TVaughan@Spotsylvania.va.us)>; Annette D'Alessandro <[ADAlessandro@spotsylvania.va.us](mailto:ADAlessandro@spotsylvania.va.us)>

**Cc:** Sean Lee <[slee@dsbroadband.com](mailto:slee@dsbroadband.com)>

**Subject:** [EXTERNAL]: Ericsson is Scalable to over 100 on the Uplink!

**Importance:** High

**CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.**

Annette/Toni,

The answer is yes, Ericsson 6488 5G Capable equipment we are deploying in Spotsylvania is scalable to over 100 Mbps on the uplink. We are achieving over 200 Mbps on the downlink currently and I was unsure on the uplink however the article below talks about the exact equipment were deploying in the county.

-----  
Ericsson has achieved yet another 5G technical milestone, further accelerating 5G with single user multiple input multiple output (SU-MIMO) by delivering a single user **uplink data rate of 315 megabits per second (Mbps)**, 15-20 times faster than today's typical uplink speed. With uplink data rates at that speed, consumers will be able to more quickly share 4k/8k video content captured by 5G mobile devices, thereby helping deliver on the promise of 5G to enable movie-quality video directly from users and further democratizing content creation.

This is notable because uplink has always been the bottleneck in mobile communication. Previously, 5G use cases and traffic demand have been focused on downlink, which is important for applications such as video streaming, augmented reality, and virtual reality. But, with the proliferation of 5G consumer devices capable of capturing extremely high-resolution video, the demand for faster uplink throughput will be key to the overall 5G user experience.

Ericsson reached near theoretical peak uplink single user throughput leveraging the

SU-MIMO technology and uplink (UL) 256 Quadrature Amplitude Modulation (QAM) in New Radio (NR) Standalone (SA) mode. This was built on top of Ericsson's industry leading Uplink Booster implementation and the UL SU-MIMO algorithm automatically adapts the waveforms to further increase the coverage range. It provides the best combination of user data rate, cell capacity, interference suppression and capacity for the uplink.,

<https://www.ericsson.com/en/press-releases/6/2021/4/ericsson-accelerates-5g-massive-mimo-single-user-uplink-data-rate-record>

Regards,

Charles Thomas

Data Stream Broadband

"Delivering The Urban Broadband Experience in Rural America"

41 W Lee Hwy Ste 59-121

Warrenton, VA 20186

[cthomas@dsbroadband.com](mailto:cthomas@dsbroadband.com)

<https://dsbroadband.com>

877.303.8956



CONFIDENTIALITY NOTICE: This electronic mail message contains information that is or may be LEGALLY PRIVILEGED, CONFIDENTIAL, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and is intended only for the use of the Addressee(s) named herein. If you are not the intended recipient, an addressee, or the person responsible for delivering this to an addressee, you are hereby notified that reading, using, copying, or distributing any part of this message is strictly prohibited. If you have received this electronic mail message in error, please notify our company by replying to this email and take the steps necessary to delete the message completely from your computer system.

--

This email was Malware checked by Sophos <http://www.sophos.com>



**COUNTY OF SPOTSYLVANIA**  
**REQUEST FOR PROPOSAL (RFP) #21-30-TV**  
**BROADBAND EXPANSION SERVICES**  
**May 24, 2021**

**Name of Soliciting Public Body / Proposals Shall be Mailed or Hand Delivered To:**

County of Spotsylvania, Procurement Division  
P.O. Box 215, 8800 Courthouse Road, 2<sup>nd</sup> Floor Room 414  
Spotsylvania, VA 22553

**(PLEASE REFER TO ATTACHMENT D – COVID-19 INFORMATION TO OFFERORS)**

**PROPOSAL DUE DATE AND TIME:** Sealed Proposals Will Be Received until **June 4, 2021 at 2:00 PM** for Furnishing the Goods and Services Described Herein. No late proposals will be accepted. **Please check for updates prior to submitting a proposal to ensure timely delivery to the Procurement Division. Refer to Attachment D for information on hand delivery.**

**QUESTIONS DUE DATE AND TIME:** Questions from Offerors must be received by the Spotsylvania County Procurement Division by **May 27, 2021 at noon**. Questions must be emailed to Toni Vaughan, Acting Procurement Manager, at [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us). The County is not responsible for verbal clarification of information provided by parties other than staff of the Procurement Division.

All Inquiries for Information Should Be Directed to Toni Vaughan, Acting Procurement Manager, Phone: 540-507-7524 or E-mail: [tvaughan@spotsylvania.va.us](mailto:tvaughan@spotsylvania.va.us)

The party submitting the forgoing Proposal 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. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

Data Stream  
1535 S. Perimeter Rd #36B  
Zip Code: 33309

Phone: 407 766-0225

E-mail: SLBE@dsbreadhead.com

DUNS #: 622518707

Date: 6/1/2021

By: Sean Lee  
(Signature in Ink by Officer of the Corporation)

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

Title: President (Please Print)

Fax: ( ) \_\_\_\_\_

State of Incorporation: Virginia

State Corporation Commission #: 11118679

Are you, any member of your immediate family, or any person part of your company that if awarded will provide services for the County of Spotsylvania either employed by the County or a member or part of any County committee, board or commission? Circle One: YES  NO

If yes, please explain: \_\_\_\_\_

Receipt of the following Addenda are acknowledged:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

(Please note all addenda)

**All updates are posted on the Spotsylvania County website at <https://www.spotsylvania.va.us/374/Solicitations>. It is the responsibility of the vendor to check back for updates.**

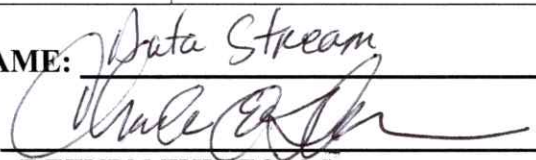
(Return this Form)

**ATTACHMENT A  
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
Appendix F	All Pages	Release of Pricing may give another provider a competitive edge.

COMPANY NAME: Data Stream  
 SIGNATURE:   
 (RETURN THIS FORM)

**ATTACHMENT B  
REFERENCES  
RFP #21-30-TV**

A list of 3 References for which the Contractor has provided similar good/services over the last 5 years similar in Scope to that which is described herein shall be provided with the RFP Package. Spotsylvania County cannot be listed as a reference.

Please list references below:

Company Name: **AT&T**  
Address: 8601 W Sunrise Blvd  
Plantation  
Phone Number: 954-632-6105  
4Email Contact: Es2054@att.com  
Project Name: Vendor Manager Const & Ops  
Location Address: Tampa Florida

Additional Information: Construction of communication  
towers

Company Name: **MasTec Network Solutions**  
Address: 1025 Greenwood Blvd. Suite  
470  
Phone Number: 321-397-5561  
Email Contact: [Greg.Holsen@mastec.com](mailto:Greg.Holsen@mastec.com)  
Project Name: MasTec Network Solutions  
Location Address: \_\_\_\_\_

Additional Information: \_\_\_\_\_

Company Name: County of Fauquier  
Address: 10 Hotel Street Suite 208  
Phone Number: 540-422-8020  
Email Contact: \_\_\_\_\_

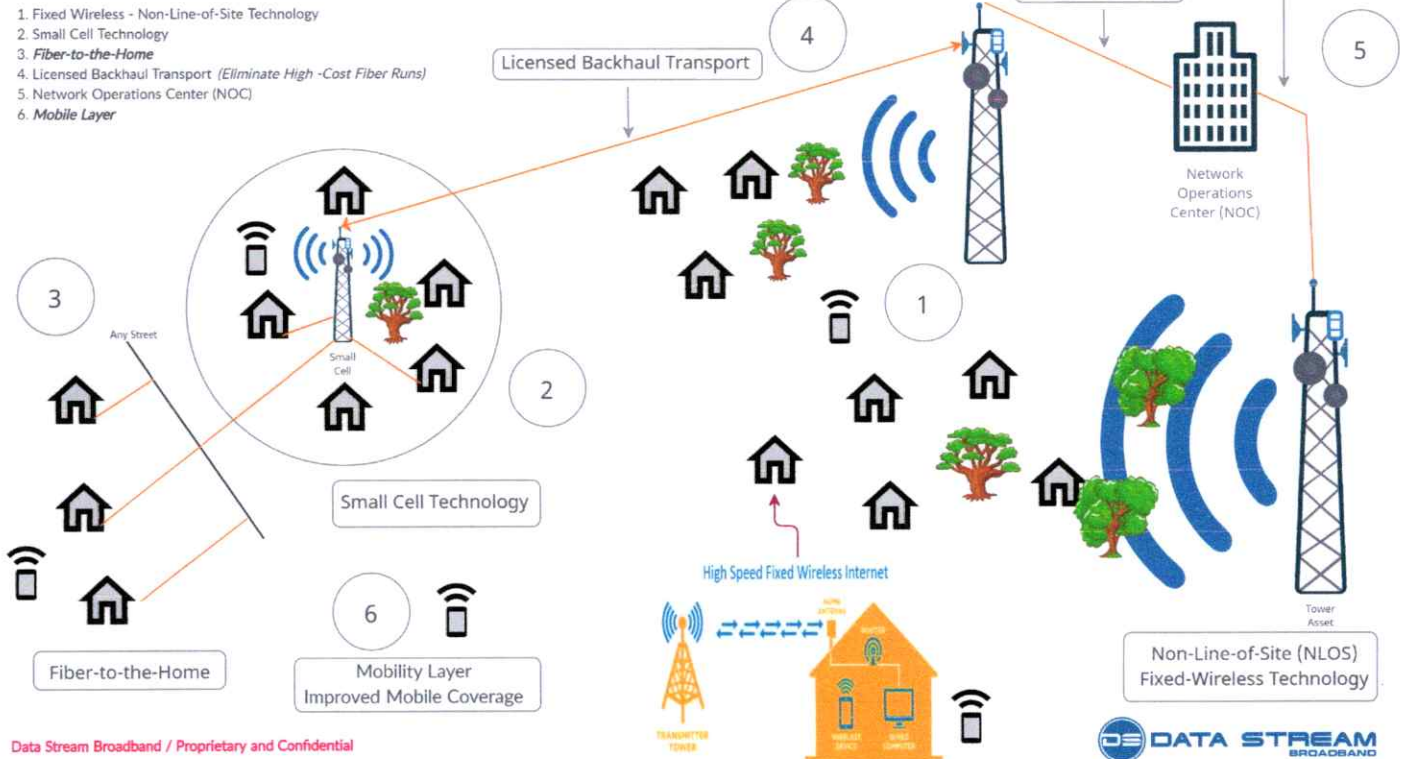
Rick.Gerhardt@fauquiercounty.  
gov  
Project Name: County Broadband Services  
Location Address: Fauquier County

Additional Information: \_\_\_\_\_

(RETURN THIS FORM)

# Data Stream 5G Hybrid Network Model

The Data Stream Rural Model - How Data Stream Broadband builds a cost effectively infrastructure to support the Urban Experience in Rural America



**Professional Engineered 5G Capable Network** - The Data Stream network architecture is unique in its design and was created by Data Stream to address the challenging factors in rural communities. The Data Stream network is a Professionally Engineered Multi-Layer Redundant Hybrid 5G Capable design that has the robustness to also support an Internet of Things Architecture.

Layer one, **The Fixed Wireless Macro Site Deployments**; This layer is the foundation of the network. It is designed to cover the largest area and connect the most subscribers in the shortest period of time. Layer two, **The Small Cell Deployments**; This delivers all the performance and functionality of the fixed wireless macro deployments by filling in the gaps and or edges of a fixed macro site. Layer three **Fiber-to-the-Premises (FTTP)** delivers a full fiber connection mainly from our Small Cell Sites (SCS) that is directly connected to individuals' premises, that can be a single or multi-tenant building. **Internet of Things Architecture**; The Data Stream Network design architecture includes industrial automation, mission critical IOT, and advanced consumer services like virtual reality, augmented reality, and gaming with outstanding user experience.



Original Copy

# DATA STREAM SPOTSYLVANIA COUNTY REQUEST FOR PROPOSAL (RFP) #21-30-TV BROADBAND EXPANSION SERVICES

## PROJECT OVERVIEW

### County Broadband Goals

*The goal of the County is to extend affordable broadband internet service access to every resident in Spotsylvania County. Spotsylvania County is comprised of approximately 407 square miles and has approximately 135,000 residents.*

Data Stream is pleased to submit this proposal for Spotsylvania County in achieving its goals of providing the County of Spotsylvania residents, and Spotsylvania County Schools, a term contract for the expansion and construction, deployment, maintenance, of a "fee-for-service" broadband network. Providing Internet Service to subsets of unserved and underserved homes and businesses throughout Spotsylvania County with a high priority on unserved and underserved areas of the Berkley and Livingston Districts. Data Stream Broadband, a Communications Service Provider, is proposing to deliver a multi-phased build Hybrid Fixed Wireless, Fiber, and Mobile 5G Capable Network to meet the county's broadband delivery goals. Data Stream Broadband will expand, construct, deploy, maintain, own, and operate a "fee-for-service" broadband network to provide Internet Service to unserved and underserved areas throughout the County. Data Stream Broadband will partner with Spotsylvania County to obtain funds through all federal and state initiative broadband programs. Data Stream is certified through the USAC federal program, qualifies for access to E-rate, Rural Health Care, High Cost, and Lifeline programs.

Data Stream Broadband has completed an extensive RF review and evaluation of existing tower assets in the county. Data Stream's Broadband expertise and technology approach allows us the freedom to develop and deploy a carrier grade Hybrid Broadband Networks tailored for each distinctive community. This solution aligns with the County's objectives to provide for the expansion of broadband access and capacity into unserved and underserved areas of Spotsylvania County. Furthermore, Data Stream and its partners will develop the infrastructure that will be a jobs creator, improve access to online education, and improve the quality of life for its residence while driving economic growth in the county. We believe our solution will position the

County as a leader in closing the digital divide and provide a broadband blueprint for other counties emulate.

“Building the Technology of Tomorrow” is not just a catch phrase but a path forward in thinking. Data Stream's robust architecture is designed to support the foundation for the Internet of Things (IOT). For many folks hearing the catchphrase ‘Internet of Things’ means they can have their hot coffee waiting for them when they wake up. While this is true, IOT applications are maturing beyond home appliances at a rapid pace and will impact virtually every aspect of our lives. These include **Smart Energy** for both residential and commercial buildings; **Smart transportation** supporting multi-modal transportation, smart traffic lights and smart parking; **Smart IoT devices** a wide range of reporting devices such as sensors, visibility devices and other end points fusing information into our daily lives are just some of the advantages when designing and building the technology of tomorrow.

Data Stream Broadband's fully operational resources are well positioned for rapid deployment and are currently providing Broadband Service in Northern VA, including Spotsylvania County. Data Stream employs its own in-house customer service team as well as technical and field service personnel. Our fleet of trucks are poised and ready to deploy to get all of our new subscribers online immediately. As a full-service communications provider Data Stream also brings a full suite of services such as Giga Blast Whole Home Wifi, Voice-Over-Internet-Protocol Home Phone Service, Internet Protocol Television with Local Channels. Selecting Data Stream is the right choice as we are delivering first class networks that bring the full urban experience to rural Spotsylvania.

The Data Stream 5G Capable Project Plan as described in detail below will not only meet the county's goals but exceed them and will stand the test of time far into the future. Data Stream Broadband is the first small minority owned company to deploy carrier class equipment in its build. This mindset allows Data Stream to build and operate a communications network that is poised to handle future technologies as in Smart City infrastructure with sensors and devices capable of communicating gaining data to improve our lives; Improved Rural Health Care Access with the availability of ultra-reliable low-latency communication (URLLC), expanded cellular coverage with faster smartphones are just a few of the advantages of the Data Stream 5G Project for Spotsylvania County.

#### **Data Stream Commitment**

- *Be committed to complete the work within one (1) year, after negotiations and acceptance of the Detailed Design.*

- Data Stream has a proven track record of building and deploying networks within exceedingly tight time frames, including deploying two sites in Spotsylvania County within weeks. Data Stream set a precedence by building, deploying, and bringing online 13 sites (with customers) in nearby Fauquier County within 6 months. What makes us unique in the industry is that our construction and deployment services are in-house eliminating dependencies on contractors' schedules. Data Stream's deployment plan is based on a phased approach with the initial phase focused on providing coverage to the maximum number of households in the shortest period of time. In parallel, Data Stream will strategically position assets and resources for subsequent phases to infill harder to reach locations and serve key locations with fiber to the home.
- *At the eighteen-month (18) anniversary of contract signing, all serviceable units planned must be offered broadband service at the speed requested. If for any reason, the number of serviceable units is not reached by contract end; the County reserves the right to hold all matching funds remaining, until such time when the agreed upon serviceable unit count is reached.*
  - Data Stream has onboarding metrics already in-place and will deliver monthly reports of "planned serviceable units covered" to the county.
- *Demonstrate satisfactory past performance.*
  - Data Stream has demonstrated its ability to successfully constructed and deployed carrier grade networks with operators such as AT&T, Sprint, DISH, and T-Mobile. This directly led to the award of a 19 site LTE 4G build out in Fauquier County in 2019. Data Stream is currently operating and growing the Fauquier County network with plans to migrate to a 5G capable infrastructure.
- *If the Offeror already serves Spotsylvania County, provide summary data on existing service, including the connection speeds provided, to document past performance.*
  - Data Stream is currently offering the following Service packages in Spotsylvania County. See **Appendix (F) Pricing and Plans**
- *Note in the response if there is a preferred method of funding; to include utilization of leveraged funds for a Virginia telecommunication Initiative (VATI) Partnership and Application.*
  - Data Stream has partnered with Spotsylvania in a previous VATI Grant submission and would be interested in future submissions.
  - Data Stream would team with the county to obtain all federal and state funding for the project. **See Appendix (H) Subsidy Programs**

## Overview of Scope of Service

*The County desires a broadband Public/Private Partnership to provide quality internet service to its citizens at 100Mbps download and 100Mbps upload speeds. Offerors may submit proposals for alternate download and upload speeds; however, no proposal should be submitted with less than FCC speeds of 25 Mbps download and 3Mbps upload.*

Data Stream Broadband, a Communications Service Provider, is proposing to deliver a multi-phased build Hybrid Fixed Wireless, Fiber, and Mobile 5G Capable Network to close this communications gap in the Livingston and Berkeley districts along with entire county. Data Stream has a proven track record of providing high performance broadband networks and is proposing to Spotsylvania County a broadband network with a baseline service performance of 100Mbps download and 20Mbps upload speeds. For those with lower performance needs and those with higher performance needs Data Streams' will also offer service plans from 25Mbps up to 220Mbps download and 15Mbps up to 20Mbps upload speeds while delivering low latency of 10ms – 30ms on average. Our vast knowledge of network builds and service plans have prepared us to understand real world customer needs and we will plan accordingly.

## Additional Areas of Focus

- *Provide seamless and reliable broadband access that does not impose less than 500 GB monthly caps on a user's total upload and download data capacity or restrict usage when a cap of less than 500 GB*
  - Data Stream provides reliable broadband access and does not impose data caps or throttle subscribers
- *Research and prepare all necessary FCC related forms and submittals required to provide services.*
  - Data Stream is FCC licensed and certified to build and maintain all services proposed in this project. Furthermore, as a best practice, Data Stream utilizes all licensed technology in its broadband deployments.
- *Procurement of any permits required for the distribution of Internet content or FCC licensing.*
  - Data Stream holds all FCC permitting and licenses to build, distribute and maintain all its services.
- *Design, implement, operate, and maintain the broadband network*
  - Data Stream and its partners utilize the latest in network and system design with the experience to successfully implement it. Our network operations and customer service teams as well positioned for expansion to support the Spotsylvania Broadband network. Data Stream continues to explore opportunities to improve its established operational and support processes to deliver best in class service and network broadband performance.

- Provide a household-level coverage map showing predicted coverage and number of households estimated to be served.
  - Data Stream utilizes the latest in RF Propagation mapping. Combined with local GIS data we are able to deliver viable coverage maps through the county.
- *Provide marketing, sales, customer billing and account billing and collections*
  - Data Stream is a full service communications provider as has marketing and sales team ready to work and implement an aggressive strategy in the county to brand its products and services. Data Stream also has a world class accounting and billing software that has won many industry awards.
- *Perform a post-construction verification of connection coverage, speed, and quality*
  - Post-Construction Commissioning of a new site includes a formal ATP Acceptance Test Procedure to verify proper installation and benchmark coverage, speeds, and latency.
  - As part of our ongoing network optimization best practices, Data Stream routinely conducts post deployment coverage and performance activities for all of its sites. We also monitor each device for performance, quality of service and consistency throughout the entire network.

## **SPECIFIC PROPOSAL REQUIREMENTS**

### **Section 1 – Methodology/Specific Plan:**

Data Stream Broadband's hybrid build methodology insures the highest number of rural homeowners receive highest level coverage. Specifically, Data Stream will deploy a multi-level, multi-phase approach where site builds/deployments are conducted in parallel for coverage expediency and performance during the project build. The strategic plan is as follows; items are not in any particular order as items will be done in parallel to meet the counties (1) one year project build. In addition, there are some Phase II activities that will begin in Phase I, however will be fully executed in Phase II.

**See Attachment (6) – Spotsylvania Project Timeline**

## **PROPOSAL REQUIREMENTS**

### **1. Proposal — System Deliverables and Submittals**

#### **1.1. General**

##### **1.1.1. \*The Offeror will be required to propose a partnering agreement.**

1.1.1.1. Data Stream has a history with partnering agreements. We propose a PPP in the framework of "Build–Own–Operate (BOO)" model.

Furthermore, we have seen the best designs are a collaboration where

the county creates a “Special Purpose Vehicle (SPV)” that’s made up of both county and Data Stream personnel to obtain the many state and federal broadband funding vehicles available. When appropriate or required Data Stream will participate in the role of a Covered Partnership as well.

**1.1.2. The Offeror will provide a detailed description of the proposed system and services to be provided.**

1.1.2.1. Data Stream has developed and expertise in “Rural Hybrid Professional Engineered 5G Network” model. This model using carrier grade equipment delivers is the most expedient and highest performance networks. The Network follows all FCC CBRS requirements and rules. All equipment is FCC approved, licensed, and utilizes the latest 5G capable technology. The proposed system consists of multiple network layers to deliver high performance broadband, enhance data mobility along with an IOT architecture design.

1.1.2.1.1. The **Fixed Wireless Non-Line-Of-Site (NLOS) Macro Layer** using high performance 5G capable radios that are expeditiously deployed on existing tower structures that fit into the RF Plan.

1.1.2.1.2. The **Small Cell Non-Line-Of-Site (NLOS)\_Micro Layer** is designed to (a) fill in the gaps between Marco Layers to enhance performance; (b) Provide Fiber-to-the-Premise (FTTP) end points severely cutting the cost to run fiber in very sparsely populated areas.

1.1.2.1.3. **Fiber-to-the-Premises (FTTP) Layer** is designed to bring fiber service directly into a community without the extended time and cost to extend fiber down long stretches of roads that are sparsely populated. Fiber is run into communities along roads connecting driveways.

1.1.2.1.4. **Mobility Layer** is a value-added layer to the Macro and Micro Layers enhancing mobile device coverage and performance. As more devices are connected our 5G capable network mitigate congestion issues by intelligently transmitting to each device, with high precision therefore raising the performance of each device.

1.1.2.1.5. **IOT Architecture Design** all the county to realize and have the ability for future expansion and functionality for smart city technology. sensors that digitalizing entire traffic systems, accelerating agriculture digitalization, connecting every aspect of the business, and farming accelerating agriculture digitalization are

just a few of the advanced features of the Data Stream IOT Architecture Design.

1.1.2.1.6. **Internet Services Available** via the Data Stream Network include:

***IPTV (Internet Protocol Television)*** with live and local channels a Data Stream delivered service.

***VOIP (Voice Over Internet Protocol)*** a Data Stream delivered service.

***Gigablast Router Wifi Service***, optimized internet for whole home WiFi 6 coverage a Data Stream delivered service; available services include

**Immersive Media** – Emerging technology platforms such as 360 degree video, mobile 360, virtual reality (VR), augmented reality (AR), mixed reality (MR), extreme reality (XR), wearables and IOT (Internet-of-Things) technology and appliances.

1.1.2.2. **Offerors are required to provide maps showing proposed locations for equipment – which vertical assets.**

1.1.2.2.1. **Appendix (A) Proposed equipment maps**

1.1.2.2.2. **Appendix (B) Detailed propagation maps examples**

1.1.2.2.3. **Proposed methods to address limited coverage areas.**

1.1.2.2.3.1. Data Streams' addresses the limited coverage areas through Small Cell and Fiber-to-the- Premise deployments. This is accomplished by sending the backhaul service via licensed microwave directly into the area. The Small Cell delivers the 5G capable service in the areas and that service is enhanced with Fiber-to-the-Premise form the Small Cell location.

1.1.2.2.3.2. **The Offeror will provide a phased project plan outlining the tasks performed by the Offeror to provide the services in this RFP.**

**Attachment (6) Spotsylvania Project Timeline**

1.1.2.2.3.2.1. **Physical site assessment for the site(s)**

1.1.2.2.3.2.1.1. Data Stream's RF team task has devised a RF Coverage Map based on all the given data available. The team's task is validating all GIS data in the county and devise and RF Plan to reach unserved and underserved residents throughout the county. The team recognizes that in some cases there are pockets of unserved and underserved residents nearby served communities. Thus, our RF Plan will

not only deliver service to unserved and underserved residents, it will create competition for the current local providers.

**Attachment (1) – Project Area Maps**

**1.2. Operational Deliverables and Submittals**

**1.2.1. Provide Service Level Agreements for subscribers for the County’s review. Appendix (D) – Residential Service Level agreement**

**1.2.2. Offeror will be required to provide operations and maintenance of site equipment.**

1.2.2.1. Data Stream field service personnel are trained and certified through manufacturers training to operate and maintain all deployed equipment.

**1.2.3. Offeror will be required to provide tiered severity level response times for subscriber service and outages.**

1.2.3.1. Data Stream has a 3-tier response structure to support everyday network maintenance, Customer Service issues, and Expedited resolution of an unforeseen outage.

- Tier 1 support communicates directly to the effected subscribers with basic trouble shooting procedures to resolve “Minor” issues and service restoration for a individual subscriber. If issue the is unresolved, it is escalated to Tier 2 for a deeper look into the root cause and assistance with resolution and restoration.
  - Immediate phone support 9-9 M-F 9-5 Sat  
(Upon Award Customer service hours will be expanded to 24x7x365)
  - If a technician is required to be dispatched all effort are made to be on site by the next business day.
- Tier 2 support works directly with our NOC network operations center to quickly assess any “Major” network performance issues that could be impacting service on a sector or tower site basis. Tier 2 resources determine a root cause along with a timetable to complete restoration of services. All progress is posted and communicated to the effected subscriber base.
  - “Major” Service impacting issues are resolve within 24-48 hours
- Tier 3 support works directly with engineering to quickly assess “Critical” network performance issues that could be impacting service on a network wide basis. All necessary resources are employed to resolve Critical issues on a 24x7 until service is restored. All progress is posted and communicated to the effected subscriber base.



- “Critical” Service impacting issues within our control are resolved within 24-48 hours

1.2.4. Offeror will be required to provide billing and accounting systems for subscribers.

1.2.4.1. Data Stream use the award-winning CRM Sonar. Sonar is a modern, cloud-based solution that simplifies processes like billing, provisioning, customer service ticketing, field resource scheduling, and brings them in to one screen.

1.2.5. Offeror will be required to provide all sales and marketing of proposed service. The County may assist in marketing by providing marketing information in direct mailings to citizens and/or provide minimal information with contacts on The County’s website.

1.2.5.1. Data Stream has in-house and contract support for sales and marketing. Our sophisticated targeted marketing approach allows us to prioritize need. We also utilize online marketing resources and will partner with the counties CIO to expand our communications in the county.

## **2. General Offeror Information**

### **2.1. Name of company.**

2.1.1. Data Stream Broadband Corporation.

### **2.2. Length of time in business.**

2.2.1. Data Stream Broadband was commissioned in Virginia on 10/14/2019, the parent company Data Stream Mobile Technologies, Inc. has more than 20 years of service.

### **2.3. Length of time in business providing proposed services.**

2.3.1. Data Stream has been providing Broadband services 06/01/2019

### **2.4. Gross revenue for the prior fiscal year (in US dollars).**

2.4.1. 5 million

### **2.5. Estimated percentage of gross revenue generated by proposed services.**

2.5.1. 40%

### **2.6. Total number of current customers**

2.6.1. Data Stream Broadband currently has 650 subscribers on its network

### **2.7. Number of public sector customers**

2.7.1. All customers are private sector

### **2.8. Number of full-time personnel available to perform the work expeditiously**

2.8.1. Data Stream Broadband currently employs 17 FTE. Upon award Data Stream will quickly ramp up resources accordingly

### **2.9. Proof of Offeror being registered and licensed in the Commonwealth of Virginia to design, provide and maintain a broadband network.**

2.9.1. Virginia State Commission Entity ID:11118679

2.9.2. Details:

<https://cis.scc.virginia.gov/EntitySearch/BusinessInformation?businessId=11118679&source=FromEntityResult&isSeries=False>

**2.10. Where is the Offeror's headquarters located?**

2.10.1. 1535 S Perimeter Rd # 36B, Fort Lauderdale, FL, 33309 – 7105

**2.11. Where does the Offeror have field offices located?**

2.11.1. Data Stream has two Network Operations Centers strategically located in Fauquier County and one in Spotsylvania County Virginia.

**2.12. Which office would serve Spotsylvania County business and residents?**

2.12.1. Data Streams Network Operations Center in Spotsylvania County located at 9104 Courthouse Rd, Spotsylvania Courthouse, VA 22553

**2.13. If the Offeror has had a contract terminated for default during the past 5 years, all such incidents must be described.**

2.13.1. Data Stream has not had any contracts terminated for default

### **3. Service Schedules and Cost of Services**

**3.1. Do you offer month to month or minimum contract term for data service?**

3.1.1. Data Stream has no contracts all broadband services are month to month and subscribers may cancel at any time for any reason.

**3.2. Cost to the customer for: Broadband access full time plan(s)**

**3.2.1. Appendix (F) Plans & Pricing**

**3.3. Cost to the customer for: Shipping, normal for placed orders**

3.3.1. Shipping is current UPS Ground cost

**3.4. Cost to the customer for: Overnight or expedite shipping**

3.4.1. Expedited shipping is current UPS Overnight shipping cost

**3.5. Cost to the customer for: Broadband customer premise equipment /Modem device**

**3.5.1. Appendix (F) Plans & Pricing**

**3.6. Cost to the customer for: Installation at customer premise**

3.6.1. Data Stream standard installation is \$199, includes installation of Customer Premise Equipment (CPE), Router and Cabling (10 ft into the premise)

**3.7. Cost to the customer to cancel service: after one month, 1 year, 2 years**

3.7.1. Data Stream has no cancellation cost

**3.8. Cost to the customer for activation/implementation**

3.8.1. Data Stream has no activation cost

**3.9. Do you support direct customer service & Offeror relations without 3rd party involvement?**

3.9.1. Yes, Data Stream employs direct customer service personnel

**3.10. What are your typical customer service response times?**

3.10.1. Data Stream strives to answer each call into our network by a live person. Should a subscriber have a service related issue our trained staff will strive to resolve the issue during the call. Should a visit be needed Data Stream service personnel will be dispatched base on issue severity level and at the subscriber's earliest availability for scheduling.

**3.11. Do you guarantee a particular response time?**

3.11.1. Data Stream strives to resolve customers issues at the earliest possible time. Although we do not have a guaranteed response time subscribers may have expedited on-site service for a fee.

**4. Project Area Selection**

**4.1. 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(s).**

4.1.1. Data Stream selected to serve Spotsylvania County based on a long term relationship with the county and participation in the VATI grant process. Data Stream also targeted Spotsylvania County as it aligns with our regional 5G expansion plans.

**5. Residential Serviceable Units**

**5.1. 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.**

5.1.1. According to the 2019 Census, the estimated population of the county is, estimated at 50K households. The Data Stream network is designed to offer service to each home. The Data Stream will strive to provide coverage to 90% of the homes in the county. The Coverage area as depicted by our RF model (See Attachment #1) and our gathered data gave us the ability to model the needed coverage down to the street level. In addition, our knowledge of building in a phased approach gives enables us to have a more precise analysis to augment the build plan as needed for maximum coverage.

**6. Businesses and Community Anchor Institutions**

**6.1. Indicate the numbers of businesses and community anchor institutions the proposed project(s) will pass in the project area(s). Also indicate the**

**number of home-based businesses. Provide specific information. The County is available to assist in this data collection effort.**

6.1.1. According to the 2019 census there are **2,539 businesses in the county**.

Data Stream will need to solicit the county's assistance in identifying the number of those businesses that are classified as a home-based business. This proposals coverage encompasses the entire county, and the potential for each business to be serviced by Data Stream is high. Data Stream has service plans specifically targeting businesses that require greater performance from their broadband carrier.

## **7. Projected Take Rates**

**7.1. 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(s).**

7.1.1. Data Stream's outreach program will begin three months prior to the service launch date. Through a campaign of radio advertising, yard signs, door hangers, social media, refer a neighbor program, and other efforts throughout the county, DataStream will create a high level of awareness that they are providing reliable affordable broadband in the unserved area. It is anticipated that this outreach effort will result in a 50% - 75% service adoption rate in the service coverage areas. Data Stream believes this is a reasonable expectation. Data Stream believes that trust and commitment to the community are key contributors in reaching our target take rates. Our marketing efforts have already begun in the two areas we have deployed. Data Stream believes that the best marketing efforts revolve around trust and being a good community partner. Upon successful award, Data Stream will immediately ramp up is marketing efforts in the county, we have always believed in grass-roots marketing and education. This includes activities such as community meet-and-greet, specifically in the unserved and underserved communities of the county, subscribers need to trust the people serving them (participation begun and more being planned), mass marketing and target email marketing efforts, community sponsorships, participation in community events, news, participating in and sponsorship in youth activities are some of the ways Data Stream believes it can and will be a good community partner, and social media outlet advertising. Data Stream is an FCC USAC member and participates in federal assistance programs.

## 8. Wireless Infrastructure Ownership

8.1. For wireless projects only: Please explain the ownership of the proposed wireless infrastructure. Will the wireless Internet Service Provider own or lease the radio mast, tower, or other raised structure onto which the wireless infrastructure will be installed?

8.1.1.1. Data Stream will own all radio equipment used to broadcast its service. Data Stream will also own newly raised structures built to achieve coverage goals. All equipment to the subscriber is owned by Data Stream unless purchased by the subscriber. Data Stream will lease space on existing structures that fit into its RF Plan including existing county structures for rapid deployment.

## 9. Download and Upload Speeds

9.1. Provide the proposed download and upload speeds for the project area(s). 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 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.

9.1.1.1. See Appendix G

## 10. Network System Design

10.1. Provide a description of the network system design used to deliver broadband service from the network's primary 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(s). 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.**

10.1.1.1. The Data Stream network architecture is unique in its design and was created by Data Stream to address the challenging factors in rural communities. The Data Stream network is a Professionally Engineered Multi-Layer Redundant Hybrid 5G Capable design that has the robustness to also support an Internet of Things Architecture.

1) **Layer one, The Fixed Wireless Macro Site Deployments;** This layer is the foundation of the network. It is designed to cover the largest area and connect the most subscribers in the shortest period of time. Utilizing Standards based LTE 4G/5G technology and

operating in protected CBRS spectrum, this network can deliver exceptionally reliable performance today while leveraging advancements of 5G development well into the future. Our fixed wireless core is a fully evolved cloud native 5G Core network based on new Service-Based Architecture (SBA). This allows new services to be created faster and in a more agile way. SBA is based on microservices, enabling independent life cycle management and fast service design. It's also ready to support network slicing – a key enabler for 5G for enterprise. The core is a cloud native dual-mode 5G Core that combines Evolved Packet Core (EPC) and 5G Core (5GC) network functions into a common cloud native platform for efficient Total Cost of Ownership (TCO) and smooth migration to fully functioning 5G.

**2) Layer two, The Small Cell Deployments;** This delivers all the performance and functionality of the fixed wireless macro deployments by filling in the gaps and or edges of a fixed macro site. Data Stream small cell solutions can also be a fully contained system serving many different existing infrastructures, including bus stops, information kiosks, billboards, street manholes and lamp posts. Connected street furniture offers a great platform for providing seamless connectivity and digital services. They are also a natural part of a wider urban landscape, influenced by local needs and technological innovations.

**3) Layer three Fiber-to-the-Premises (FTTP)** delivers a full fiber connection mainly from our Small Cell Sites (SCS) that is directly connected to individuals' premises, that can be a single or multitenant building. The deployment of 5G will place a high demand on existing fiber routes many of which may not have been designed for newer technology made available by our SBA. Our FTTP network solution will enable Data Stream to overcome fiber network exhaust, while avoiding major new fiber investments.

**Internet of Things Architecture;** The Data Stream Network design architecture includes industrial automation, mission critical IoT, and advanced consumer services like virtual reality, augmented reality, and gaming with outstanding user experience. Our design is built to support the inherent diversity of IoT systems, security, enabling next-generation connectivity and services. The Data Stream architecture will usher in the *Smart County Era*.

***The Data Stream 5G Capable Mobility Layer;*** This layer will be enhanced cell service by increasing the coverage capacity and performance of the existing cellular network in Spotsylvania county by intelligently transmitting to each device, with high precision.

**The Data Stream Technology Partner:** Ericsson is the market leader providing 5G infrastructure to the major carriers as well as the world's leading developer of 5G equipment and technology. The Data Stream 5G network is a standards-based platform made for innovation. It's designed to cater for all the use-cases and use-places that can be realized with a faster, more responsive, and more reliable connectivity. And that brings new experiences to smartphones, other of devices. The number of cellular IOT devices has already surpassed 1 billion and is estimated to surpass 5 billion in 2025. Many of these devices will support services that we used to see as futuristic, such as AR, VR, connected automated vehicles and remote-controlled robots. Ericson's 5G networks are currently breaking new ground all across the world, with commercial networks live across 5 continents.

***Data Transport Infrastructure:*** Currently Data Stream has two sites deployed in the county that are being supported by a single 1 GB circuit. Data Stream will add an additional 10 GB circuit scalable up to 100 GB or more as needed. The data network will be constructed in two layers; one being the main data transport and the second as an automated redundant fail-over ring on a completely separated source to sustain the highest uptime and performance.

***Backhaul architecture;*** All sites will be fed by a middle mile 1Gig/10Gig licensed microwave backhaul or a direct fiber connection. The licensed microwave network topology will consist of a ring topology allowing no more than two hops' spurs with a third hop closing the loop back to an inner ring or the core data center. Redundant licensed point to point fixed wireless links will be utilized between major node sites where fiber is not feasible/available. Hub and spoke topology with redundant transport routed back to the core data center will be utilized as well where appropriate. The backhaul network will be fed by multiple IXC fiber transport POPs to assure ample capacity, scalability, route diversity and geo diversity resulting in exceptionally reliable access to the internet.

***Data Stream Network Operations Centers (NOC)*** utilizes the latest in network performance and monitoring software on the market today. Our

systems monitor each device on the network for performance and uptime. As the saying goes you can't manage what you can't measure" Data Stream will open a second Office/NOC in the county to maintain exceptional response time and presence.

## 11. Project Readiness

11.1. What is the current state of project development (e.g. planning, preliminary engineering, identifying easements/permits, financial agreement with community (if applicable), final design, etc.)? Prepare a detailed project timeline or construction schedule which identifies 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 18 months of contract execution with The County. Label Attachments: **Attachment 6 – Timeline/Project Management Plan;** **Attachment 7 – Relationship between Offeror/Community (if applicable);** **Attachment 8 – Letters of Support;** i. If the Offeror/Community partnership is formalized in a written agreement, provide a copy of that agreement. ii. If the Offeror/Community partnership has not been formalized, provide a short description of the project management role, financial commitment, or other contribution to the project for the Offeror, and any additional partners.

11.1.1. As of this submittal Data Stream has not entered into any formal partnership that would affect our participation or performance in this solicitation. Data Stream is currently partnered with Xtreme LTE for Ericsson system integration and solutions support. For the Mobility Layer Data Stream is aligned with a strategic partner with 20 year of mobile deployment expertise, however all management and tier 1 support remain the responsibility of Data Stream. Data Stream has contracted with an RF Planning firm with more than 20 years of RF Design, Engineering and Modeling to achieve the highest level of accuracy in planning. Data Stream will assign a member of its management team as the project manager. The project manager will be responsible for all aspects of the build to include, assuring milestones are met; coordination of utilities; validating and assuring network performance with engineering; assuring all testing metrics are met; validating site commissioning and reporting metrics.

## 12. Project Matching Funds



- 12.1. Matching funds:** Provide a description of the matching funds the applicant will invest in the proposed project. Label Attachments: **Attachment 9 - Documentation of Match Funding; Attachment 10 – Funding Sources Table.**
- 12.2.** Data Stream Broadband will focus on pursuing all Federal, State, and Local grant funding programs available for expansion of broadband serviceability and service affordability. In support of this effort, Data Stream will establish the appropriate partnerships with Spotsylvania County as required for each funding opportunity. **Attachment 10 – Funding Sources Table**
- 12.2.1.** i. For each element of matching funds in the description, indicate the type of match (e.g. cash, salary expense, or in-kind contribution).
- 12.2.1.1. **Attachment 9 - Documentation of Match Funding**
- 12.2.2.** ii. Identify whether the applicant or the County are responsible for providing each element of the proposed matching funds.
- 12.2.2.1. **Attachment 9 - Documentation of Match Funding**
- 12.2.3.** iii. Include copies of Offeror quotes or documented cost estimates supporting the proposed budget.
- 12.2.3.1.
- 12.2.4.** iv. For projects which involve applications for federal funds through ReConnect and/or Rural Development Opportunity Fund; please describe how the leveraged the County funds and amount will be utilized during application process and post award/offer of federal grant funding.
- 12.2.4.1. **RDOF-** Data Stream participated in the 2020 RDOF auction. Based on this experience, participation in future RDOF auction would focus on a Gigabit FTTH bidding strategy. County funds could potentially be utilized to support LOC line-of-credit support required during the first 4 years of build period. Amount is dependent on level of support received post auction.
- 12.2.4.2. **ReConnect** - Data Stream would leverage Spotsylvania County in a similar manner as the VATI grant process.
- 12.2.5.** v. For projects which involve applications for federal funds through ReConnect and/or Rural Development Opportunity Fund; please describe grant application related activities required of the County or County Staff. How will the County or County Staff assist in writing grant applications?
- 12.2.5.1. **ReConnect** - Data Stream would leverage Spotsylvania County in a similar manner as the VATI grant process.

12.2.6. vi. If responding for multiple project areas and quoting different funds based solutions; depending on the area; please present the funding strategy for each in table format.

12.2.6.1. **See Appendix (H) Subsidy Programs**

### **13. Project Contacts**

13.1. Provide detail if this project includes additional partners such as municipal providers, middle mile providers, or investor owned utilities. Provide a concise description of their role and responsibilities for the project. Present this information in table format.

13.1.1. **See Appendix I Project Contacts**

### **14. Project Budget and Cost Appropriateness\***

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

### **15. Commonwealth Priorities**

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

15.1.1. Data Stream's build plan for the county is aligned with Governor Ralph Northam goal of achieving universal broadband connectivity no later than 2028. In his Commonwealth Connect Report, which is updated. The approach is clear 1) advocacy, 2) support for local governments with broadband planning, and 3) engaging in grant-making to public/private partnerships. Data Stream is engaged in all 3 phases of this approach. 1) Data Stream has been busy educating and advocating with legislators on latest technology advancements that can bring real high performance broadband to rural communities. 2) Data stream has invested in tools an establishing several strategic partnerships to model the challenging issues with deploying in rural areas of the state. 3) Data Stream's leadership is dedicated to understanding the complexities of federal and state grant opportunities to benefit the counties in the region we service. Data Stream efforts have been recognized by the Wireless Internet Service Providers Association (WISPA) by the nomination and acceptance of our teammate to be the WISPA state coordinator for Virginia. Data Stream has always had a regional plan in the areas we serve, and we are moving towards that goal by servicing having now deployed in 4 local counties. As the commonwealth

makes it push for high speed broadband in the state, Data Stream is on the forefront by building 5G Capable Networks for today and well into the future.

## 16. Other Information

### 16.1. Any other equitable factor that the Offeror desires to include.

16.1.1. Data Stream is dedicated to our client's successful project completion; all work is completed in-house or through strategic partnerships. Our Scalable 5G Capable solutions long-life cycle networks extend well into the future. We are subject matter experts, well versed in a variety of advanced technology disciplines with tremendous positive impact. We are driven by higher ethics, superior performance, and unprecedented levels of client satisfaction benchmarks. We are your loyal delivery partner solving complex problems and setting new efficiency standards with our project management processes and extensive technology solutions toolbox. Rest assured your selection of Data Stream not only gives you a dedicated communications solution provider, but we take pride in delivering the type of services today that a common place in urban environments. Our 5G capable network prepares the county for technology solutions including enhanced mobility, advanced technologies that eclipse the 4G barrier of limited connected devices. Data Streams' solution will add more capacity, more "space" to use, which means that there's more room for everyone and that their devices get higher data speeds. Slices of the network can be tailored for a specific purpose and act as its own independent network. Each slice can optimize the characteristics that are needed for a specific service without wasting resources on things it doesn't need. A 5G capable network built by Data Stream plays a key role in the transformation by connecting vehicles, roadside infrastructure and digitalizing the entire traffic system. The same 5G capable network can also connect self-driving farming robots with mission-critical connectivity to make them autonomous and coordinated, improving productivity and safety. Data Streams' Operations Director Charles Thomas has been nominated and accepted to be the **Wireless Internet Service Provider (WISP) Virginia State Representative**. This honored position will give Data Stream additional access to the decision makers in the state and well as supply education and insight to state representative on broadband. There are many companies that can build a network, there are only a handful of companies that have the initiative, experience, knowledge, and forethought to architect a communications delivery platform that will enhance and deliver high performing communications services for today and well into the future for all areas of the county. When you partner Data Stream as your

*Communications Service Provider you're in good hands, as we say, "We get it did!"*

<b>Deliverable</b>	<b>Description</b>
Attachment #1	Project Area Maps
Attachment #6	Spotsylvania Project Timeline
Attachment #7	Relationship between Offeror/Community
Attachment #8	Letters of Support
Attachment #9	Matching Funds
Attachment #10	Funding Source
Appendix A	Detailed maps
Appendix B	Detailed propagation maps examples
Appendix C	
Appendix D	Residential Internet Service Agreement
Appendix E	
Appendix F	Plans & Pricing
Appendix G	
Appendix H	Subsidy Programs
Appendix I	Contacts



## *Data Stream Broadband Corp*

*"Building The Technology of Tomorrow"*

### **Data Stream Broadband Service Level Agreement (SLA)**

---

#### **Appendix D**

#### **RESIDENTIAL INTERNET SERVICES LEVEL AGREEMENT**

Data Stream Broadband Corp. on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein ("Data Stream Broadband") will provide its Internet access service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP"), the General Terms and Conditions for Data Stream Broadband Residential Services and the Data Stream Broadband Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"), all of which may be found at [www.omnipointtechnology.com](http://www.omnipointtechnology.com), under "Terms of Service/Policies" and "Your Privacy Rights."

Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Internet Service and notify Data Stream Broadband's Customer Service at 888-877-8549 to terminate the account. Terms that are initially capitalized but not defined, will have the defined meaning given to them in the other documents referenced above. The Terms of Service constitute a legal binding document.

Data Stream Broadband regularly updates and amends these Terms of Service. Subscriber should consult Data Stream Broadband's website [www.DataStreamBroadband.com](http://www.DataStreamBroadband.com) to be sure Subscriber remains in compliance.

Equipment: To use the Internet Service, Subscriber must meet minimum computer, device, in-home network and system requirements as identified by Data Stream Broadband.

**Computer Equipment:** The personal computer or device that Subscriber uses to access the Internet Service must meet minimum configuration standards. Please refer to Data Stream Broadband's System Requirements for the current specifications. The minimum configuration standards may change, and Data Stream Broadband will make reasonable efforts to support previously acceptable configurations; however, Data

Stream Broadband is not obligated to continue to provide such support. Data Stream Broadband may supply equipment such as modems, gateways, routers, or wireless cards, at no charge or for a one time or recurring fee, to operate the Internet Service. Subscriber acknowledges that such equipment may require updates and/or changes to the software resident in the equipment and that Subscriber may be required to perform such updates and/or changes. Notwithstanding, Subscriber hereby authorizes Data Stream Broadband to perform updates and/or changes, on-site or remotely from time to time as Data Stream Broadband deems necessary, in Data Stream Broadband's sole discretion.

Data Stream Broadband does not provide technical assistance for third-party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product. Data Stream Broadband is not responsible for the operation or support, maintenance or repair of any equipment, software, or services that Subscriber elects to use in connection with the Internet Service.

Subscriber will not connect any equipment, other than equipment authorized by Data Stream Broadband, to the cable modem outlet. Subscriber understands that failure to comply with this restriction may cause damage to the Data Stream Broadband network and subject Subscriber to liability for damages and/or criminal prosecution. Subscriber may not alter, modify, or tamper with the Equipment or the Internet Service, or permit any other person, not authorized by Data Stream Broadband, to do the same.

**Network Interface:** When Data Stream Broadband installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection. Alternatively, subscriber may connect to a home networking device (commonly referred to as a router or gateway).

**Cable Modem/Other Data Stream Broadband Equipment:** Subscriber may obtain a cable modem from Data Stream Broadband or may purchase and use a cable modem purchased at retail from a from a third party, provided that such retail device has been tested, certified and approved by Data Stream Broadband in accordance with its DOCSIS Modem Policy [DataStreamBroadband.net/modems](http://DataStreamBroadband.net/modems), under which are set forth the minimum specifications for cable modems approved for use with Data Stream Broadband's network, systems and services. Monthly charges for Internet Service will not be reduced or otherwise discounted if the Subscriber elects to use a third-party modem. Subscriber must return cable modems and any other equipment leased from Data Stream Broadband at the end of the lease period.

**Software:** At the time of installation of the Internet Service, Data Stream Broadband may provide Subscriber with common Data Stream Broadband or third-party software (e.g., a browser and plugins) to enable and enhance the Internet Service. Data Stream Broadband does not support third-party software. Any and all software provided by Data Stream Broadband is the property of Data Stream Broadband and/or its suppliers and licensors. Data Stream Broadband hereby grants Subscriber a nonexclusive,

nontransferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Subscriber's license to use any software provided by Data Stream Broadband and its suppliers and licensors is contingent upon Subscriber's compliance with all use and other restrictions contained in the Terms of Service and the AUP. It is a material breach for Subscriber to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Subscriber by Data Stream Broadband. Upon any termination or expiration of the Terms of Service or the disconnection of Subscriber's Internet Service, this license will terminate, and Subscriber agrees to then destroy all copies of the software that were delivered to Subscriber (including by erasing and deleting the software from Subscriber's computer system). Subscriber hereby represents and warrants to Data Stream Broadband that Subscriber owns the operating system software and associated use/license rights thereto for the computers that are connected to the Data Stream Broadband network.

**Security:** Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber assumes sole responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items and to prevent unauthorized access to the Internet Service, and Subscriber, not Data Stream Broadband, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. Data Stream Broadband does not warrant that other will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does Data Stream Broadband warrant that the data or files will be free from computer viruses or other harmful components. Data Stream Broadband has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet.

Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third-party.

**Additional Features, Functionality and Tools:** Any additional service features, functionality, and tools that Data Stream Broadband offers may be further subject to specific terms of use and subject to charges, change, or removal at any time by Data Stream Broadband.

**Cookies:** Subscriber may access Subscriber's Data Stream Broadband email account from the applicable customer portal, or by using the user's software application (e.g.

Outlook, Outlook Express, Incredimail, and Apple Mail). When accessing email at www.omnipointtechnology.com, Subscriber must have Subscriber's browser configured to accept cookies. www.omnipointtechnology.com will notify the user if their browser is not configured to accept cookies.

**Monitoring the Internet Service and Privacy:** Data Stream Broadband takes the protection of our Subscribers' privacy seriously. Data Stream Broadband has no obligation to monitor content; however, Subscriber agrees that Data Stream Broadband has the right to monitor the Internet Service (including but not limited to, content and Subscriber equipment as it may affect the Internet Service from time to time) in accordance with the Terms of Service, the AUP, and Data Stream Broadband's Privacy Policy.

For content residing on Data Stream Broadband's servers, Data Stream Broadband reserves the right at all times and without notice to remove, restrict access to, or make unavailable, and to monitor, review, retain and/or disclose any content or other information in Data Stream Broadband's possession about or related to Subscriber, Subscriber's use of the Internet Service or otherwise as necessary to satisfy any applicable law, or otherwise to preserve the security of the System or Data Stream Broadband subscribers' information.

For more information on Data Stream Broadband's approach to Subscriber's privacy, please refer to the Data Stream Broadband Residential Subscriber Privacy Policy.

**Rights Infringement:** Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. Data Stream Broadband assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain or may otherwise be used for such purposes.

Data Stream Broadband is registered under the *Digital Millennium Copyright Act of 1998* (DMCA). Under the DMCA, copyright owners have the right to notify Data Stream Broadband if they believe that a Data Stream Broadband customer has infringed the copyright owner's work(s). If Data Stream Broadband receives a notice from a copyright owner alleging that Subscriber has committed copyright infringement, Data Stream Broadband will notify Subscriber of the alleged infringement. Data Stream Broadband may determine that Subscriber is a repeat copyright infringer if Data Stream Broadband



learns that Subscriber has engaged in online copyright infringement on more than one occasion. Data Stream Broadband reserves the right to suspend or terminate the accounts of repeat copyright infringers.

**Term:** Data Stream Broadband Internet Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by Data Stream Broadband for breach (including nonpayment) of the Terms of Service or a violation of the AUP. Data Stream Broadband will not be responsible for the return of data stored on Data Stream Broadband's servers, such as web and email servers if Subscriber's account is suspended or terminated.

### **Disclaimer of Warranties and Limitation of Liability.**

**No Warranty:** Subscriber agrees that Subscriber uses the Internet Service and any software and equipment supplied by Data Stream Broadband at Subscriber's sole risk. The Internet Service and Data Stream Broadband equipment are provided on an "as-is basis", if applicable, without warranties of any kind including without limitation any warranties of title, non-infringement, fitness for a particular purpose and merchantability. Data Stream Broadband does not warrant uninterrupted use of Internet Service. Data Stream Broadband does not warrant that the Internet Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components, even if countermeasures have been deployed. Data Stream Broadband does not warrant that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Subscriber's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable Internet users to gain access to Subscriber's equipment or to monitor Subscriber's activity and conduct while using the Internet Service.

**Anti-Spam Software:** Subscriber acknowledges and understands that Data Stream Broadband utilizes anti-spam software and that such security technology is a feature of the Internet Service that may block incoming and outgoing electronic mail. Data Stream Broadband does not warrant that such feature will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/ spam. Consistent with other statements set forth in this section, Data Stream Broadband does not warrant that such feature will be error-free.

**Security Software:** In addition, in its sole discretion, Data Stream Broadband may make available to Subscriber security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, and anti-spyware or anti-adware software for Subscriber's use on Subscriber's computer system in conjunction with the Internet Service. Any such security software provided by Data Stream Broadband to Subscriber is intended to provide only a minimal level of protection to Subscriber's computer system(s). Subscriber understands and agrees that

Data Stream Broadband and its third-party suppliers of any such security software do not guarantee its accuracy, efficacy, or performance. Subscriber understands and agrees that Data Stream Broadband and its third-party suppliers are not responsible for any damage to Subscriber's computer system(s) or the information stored on it that may result from the security software or its non-performance.

**Third Party Sites:** When Subscriber uses the Internet Service and/or accesses Data Stream Broadband websites, Subscriber may encounter links allowing Subscriber to visit web sites operated or owned by third parties ("Third Party Site(s)"). Data Stream Broadband provides these links as a convenience, and they are not under the control or ownership of Data Stream Broadband. The presence of a link to any Third-Party Site is not an endorsement by Data Stream Broadband of the Third-Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third-Party Site. Subscriber's use of any third-party site is governed by the various legal agreements and policies posted at that web site.

### **Bandwidth**

Subscriber understands and agrees that Data Stream Broadband does not guarantee that any amount of bandwidth on the Data Stream Broadband network or that any speed or throughput of Subscriber's connection to the Data Stream Broadband network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced Wi-Fi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Data Stream Broadband's control, and system failures, modifications, upgrades, and repairs. Subscriber understands that Subscriber's wireless connections and use of wireless routers may be subject to greater fluctuations in speed and latency and may be adversely affected by interference, congestion, distance, and other outside factors. For more information, please visit <http://omnipointtechnology.com/wiredvswifi>.

Subscriber understands that Data Stream Broadband may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Data Stream Broadband's AUP. Subscriber should reference Data Stream Broadband's AUP for additional details.

Subscriber further understands and agrees that, to allocate bandwidth across all of its users, Data Stream Broadband may employ reasonable network management techniques as identified in Data Stream Broadband's AUP and Data Stream Broadband's Network Management Disclosure Statement.

Subscriber's sole and exclusive remedies under the Terms of Service are as set forth in these Terms of Service. Because some States do not allow the exclusion or limitation of implied warranties, some of the above exclusions may not apply to Subscriber.

Limitation of Liability/Exclusive Remedy: Data Stream Broadband's entire liability and Subscriber's exclusive remedy with respect to the use of the Internet Service or its software and equipment, or any breach by Data Stream Broadband of any obligation Data Stream Broadband may have under these Terms of Service, shall be Subscriber's ability to terminate the Internet Service or to obtain the replacement or repair of any defective software or equipment provided by Data Stream Broadband to Subscriber. In addition, Data Stream Broadband shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identity theft, for any TV, monitor or screen burn-in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. Data Stream Broadband shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.

**Mailbox Deactivation:** Subscriber agrees that Data Stream Broadband owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Data Stream Broadband may also limit the number of new email addresses available per account. Data Stream Broadband may also limit the number of emails that can be sent within a specific time period, and if Subscriber does not access a Data Stream Broadband mailbox for an extended period of time as determined by Data Stream Broadband from time to time, Data Stream Broadband may lock the mailbox and prohibit the mailbox from receiving new email messages. If the Subscriber remains subscribed to Data Stream Broadband's Internet service, the contents of the locked mailbox will not be deleted. Subscriber understands that upon disconnecting from Data Stream Broadband's Internet service, Data Stream Broadband will suspend the account and delete the contents of the mailbox, if any, at that time.

**Mail Storage:** In no event will Data Stream Broadband be responsible for maintaining, and Data Stream Broadband will not guarantee storage of, such electronic mail for any period of time. Data Stream Broadband also reserves the right to enforce email storage limits.

**Network Security and Management:** Subscriber agrees that Data Stream Broadband may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. Data Stream Broadband may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers as identified in Data Stream Broadband's AUP. Data Stream Broadband may take these actions, with or without notice, in situations where Data Stream Broadband believes, in its sole discretion that Subscriber may harm the Data Stream Broadband network or disrupt the performance of the Internet Service for other users or where Subscriber is transmitting or is otherwise connected with what Data Stream Broadband considers in its sole discretion to be spam or other malicious code or software. Subscriber agrees that Data Stream Broadband is entitled to damages if Subscriber is transmitting or is otherwise connected with spam or other malicious code or software. Subscriber agrees Data Stream Broadband is entitled to actual damages, however, if actual damages

cannot be reasonably calculated, Subscriber agrees to pay Data Stream Broadband liquidated damages of five dollars (U.S. \$5.00) for each piece of spam or other malicious code or software transmitted from or otherwise connected with Subscriber's account.

**Additional Terms for Data Stream Broadband Wi-Fi:** Data Stream Broadband Wi-Fi supported by the Data Stream Broadband-provided wireless router ("Data Stream Broadband Router") is a service available to certain subscribers and provides wireless access to the Data Stream Broadband Internet Service within the Subscriber's residence ("Home Network") and beyond the Subscriber's residence, for which Subscriber may be charged a fee consistent with Data Stream Broadband's then-current practices. The Data Stream Broadband Managed Router comes programmed with certain default settings and configurations for the Home Network. Subscriber may modify the default settings and configurations on the Data Stream Broadband Managed Router although Data Stream Broadband recommends maintaining the default configuration and settings. Data Stream Broadband does not guarantee the security of the Data Stream Broadband Managed Router and Subscriber's connection to the Internet Service via the Home Network. Data Stream Broadband Wi-Fi accessed beyond the Home Network may be subject to additional terms and conditions imposed by the respective third party whose network the Subscriber may access. Data Stream Broadband is not responsible for the speed or performance of the Internet Service to the extent accessed by Subscriber on a third-party network. Subscriber understands and agrees that Subscriber is solely responsible for the security of their Home Network and must enable and use encryption in order to access Data Stream Broadband-provided applications. Data Stream Broadband reserves the right to preconfigure the Data Stream Broadband Managed Router to distribute a wireless Internet access point (i.e. a Data Stream Broadband Wi-Fi Hotspot) separate from the Home Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be used by the Subscriber for any purpose. Subscriber shall have the right to disable such Data Stream Broadband Wi-Fi Hotspot and shall not be responsible for the security of the Wi-Fi Hotspot. The Data Stream Broadband Managed Router will collect and maintain certain information regarding access to and use of the Home Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Data Stream Broadband to provide the Internet Service and support, as well as for Data Stream Broadband's internal business analytics regarding the use of the Internet Service. Subscriber acknowledges and agrees that Data Stream Broadband shall have access to the network name and password associated with the Data Stream Broadband Managed Router in order to provide support and diagnostic services. Data Stream Broadband reserves the right to modify the network name and password for the Data Stream Broadband Managed Router in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges that the Data Stream Broadband Managed Router is Data Stream Broadband Equipment.

**General Subscriber Responsibilities and Warranties:** When Subscriber completes registration for the Internet Service, Subscriber must establish an identity by selecting a username and password to be used by Subscriber to access the Internet Service. Subscriber is responsible for maintaining the confidentiality of their username and password. Subscriber agrees that Subscriber is responsible for anyone using Subscriber's computer system, password or name or username in connection with the Internet Service and for ensuring that anyone who does use the Internet Service through Subscriber's computer or access to the Internet Service, does so in accordance with the Terms of Service and the AUP. Subscriber agrees to take all reasonable measures necessary to ensure that the Internet Service is not used by another without Subscriber's consent.

Subscriber shall be responsible for procuring and installing patches, any and all antivirus and firewall software/ hardware and operating system patches, updates, or supplements that may be necessary for (i) the protection and maximum functionality of Subscriber's computer and related equipment and (ii) the protection of Data Stream Broadband's network and other subscribers. For purposes of clarification, Data Stream Broadband hereby disclaims any and all responsibility and liability for any damages that may arise from Subscriber's failure to procure or install the aforementioned security software and /or hardware.

**Amendment:** Data Stream Broadband may, in its sole discretion, change, modify, add or remove portions of the Terms of Service at any time. Data Stream Broadband may notify Subscriber of any such changes by posting notice of such changes on Data Stream Broadband's website at [www.DataStreamBroadband.com](http://www.DataStreamBroadband.com), under "Terms of Service/Policies", or sending notice via electronic mail or U.S. postal mail. The Subscriber's continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of the Terms of Service, Subscriber must immediately cease using the Internet Service and notify Data Stream Broadband that Subscriber is terminating the Internet Service. In addition, the Terms of Service are subject to change in compliance with applicable law.

**Entire Agreement:** The Terms of Service shall be posted at [www.DataStreamBroadband.com](http://www.DataStreamBroadband.com), under "Terms of Service/Policies," and are the only terms and conditions that govern the Internet Service. No undertaking, representation or warranty made by any agent or representative of Data Stream Broadband in connection with the sale, installation, maintenance, or removal of the Internet Service shall modify or amend the Terms of Service.

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Customer (Please Print)

---

Email

---

Phone

---

Emergency Contact





## Data Stream Broadband Corp

*"Building The Technology of tomorrow"*

### Appendix G Download & Upload Speeds

<b>Data Stream Services - Monthly Pricing</b>		
<b>Residential Internet</b>		<b>Spotsylvania</b>
<b>DSBB 15</b>	Internet Service Up To 15/2Mbps	\$49.99
<b>DSBB 25</b>	Internet Service Up To 25/3Mbps	\$89.99
<b>DSBB 50</b>	Internet Service Up To 50/5Mbps	\$129.99
<b>DSBB 75</b>	Internet Service Up To 75/5Mbps	\$179.99
<b>Professional Service Plans</b>		
<b>DSBB 100</b>	Internet Service Up To 100/20Mbps	\$199.99
<b>DSBB 125</b>	Internet Service Up To 125/20Mbps	\$229.99
<b>Business Class Service Plans</b>		
<b>DSBB 150</b>	Internet Service Up To 150/20Mbps	\$259.99
<b>DSBB 200</b>	Internet Service Up To 200/20Mbps	\$289.99



# Data Stream Broadband Corp

"Building The Technology of Tomorrow"

## Appendix J Future Subsidy Programs

2021-2022 Subsidy Programs						
Program	Source	Administrator	Subsidy	County Partnership	Year	Funding Amount
RDOF Phase II	Fed	USAC	Focus on For high cost areas - 85% Fiber, Bid down to 40% -60%	no	TBD	11B
E-RATE	Fed/State	USAC	Affordability of BB service	no	TBD	
VATI	State/local	DHCD	Rural BB Opportunity based DHCD final guidelines	yes	2022	49.7M
EDA Grants (E-Bridge Act)	State/local	EDA		yes	2021	
Emergency Connectivity Fund	Fed	FCC	Similar to E-Rate but for Off Campus services - Schools apply for money for remote connectivity and devices. Money for next year. Work with schools who will choose providers	yes	2021	7.2B
EBB Emergency Broadband Benefit Program - Enhanced E-RATE	Fed	USAC	Affordability - 80% to mobile providers, 800 ISPs - Lifeline or school lunch benefit - Estimated 6 MTHs or more \$50 per qualified sub	no	2021	3.2B
Consolidated Appropriations Act	Fed/State/Local	NTIA	Partnership with State County City, Focused on Rural areas, provide service to the most HH in an eligible area. At least one HH without 25/3	Yes	2021 90 day Application period Starts Soon	300M
Tribal Broadband Grants	Fed/State/Local	NTIA	Focused on Deployment	yes	2021 90 day Application period	1B
ReConnect Round III	Fed/State/Local	NTIA / USDA	Provides Loans and Grants to extend Rural BB , Goes to the most unserved areas, 33% Win rate - Gigabit rate focused, 25/3 Mbps Min Requirement	yes	2021 Starts by the end of June	635M
ACAM	Fed/State/Local	NTIA / USDA	FCC still in rule making process, 100/25 Mbps for ACAM Carriers	yes	2021	2.5B
American Rescue Plan	Fed/State/Local		Like CARES Act States have final Decision on how funding is spent. Have 4 years to spend, eligible areas are those with no service > 25/3, 100/20 scalable to 100/100 required. Get with State Capitals to help drive direction. May be available for non RDOF winners	yes	2021	350B
<b>5 ACTS possible from NTIA for 2021 - Uncertain how this bill will be enacted</b>						
AAIA		NTIA	Affordability, Urban, Services		2022	80B
LIFT America		NTIA	Affordability, Urban, Services		2022	80B
American BB Buildout		NTIA	Avoid Overbuilding		2022	15B
BRIDGE		NTIA	Eshoo bill - Lifts bans against munis affordability (40/40 Mbps)		2022	30B
State Fix		NTIA	Reverse Auction		2022	20B





## Data Stream Broadband Corp

*"Building The Technology of Tomorrow"*

### Appendix I – Project Contacts

Contact	Role	Responsibility
Sean Lee	President	Overall Performance of Project
Charles Thomas	Operations Director	Project Coordination and Operations
Pete Vavra	Systems/Vendors	Systems Equipment Performance
TBD*	Project Manager	Coordination of Project and Performance
TBD*	Field Service Mgr.	Manage Field Service & Install Tech
TBD*	Customer Serv. Mgr.	Manage Customer Service Team
David Tirado	Network Engineer	Network Performance and Operations

Data Stream is interviewing candidates including in-house candidates for TBD positions\*



## *Data Stream Broadband Corp*

*"Building The Technology of Tomorrow"*

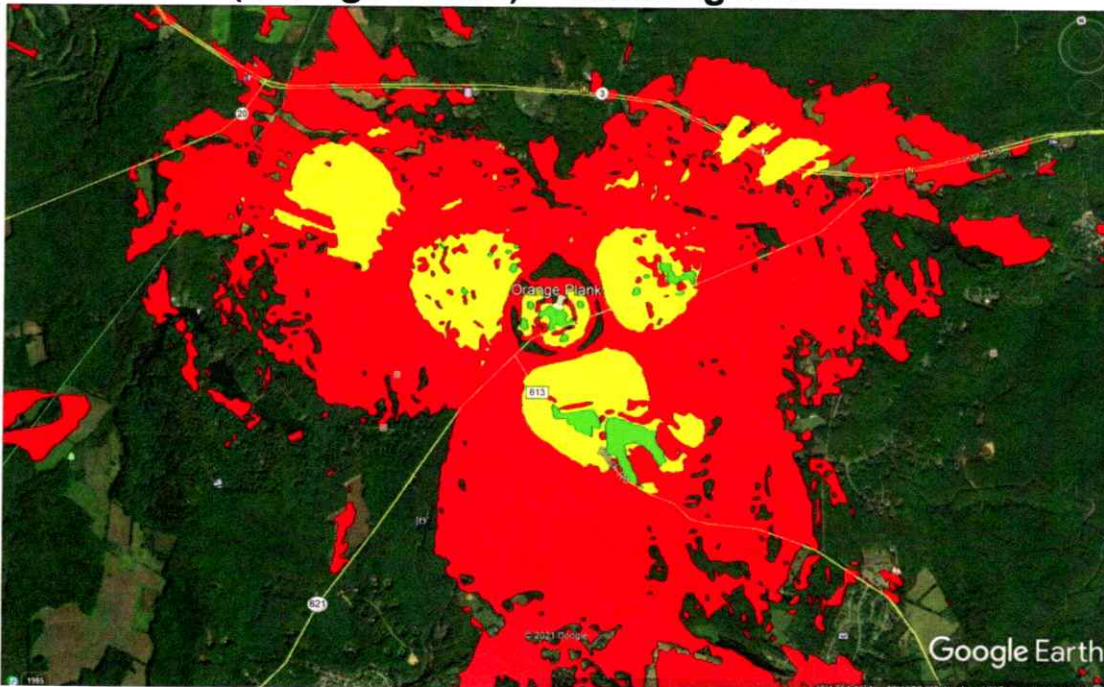
---

### Attachment 1 –Project Area Coverage Map(s)

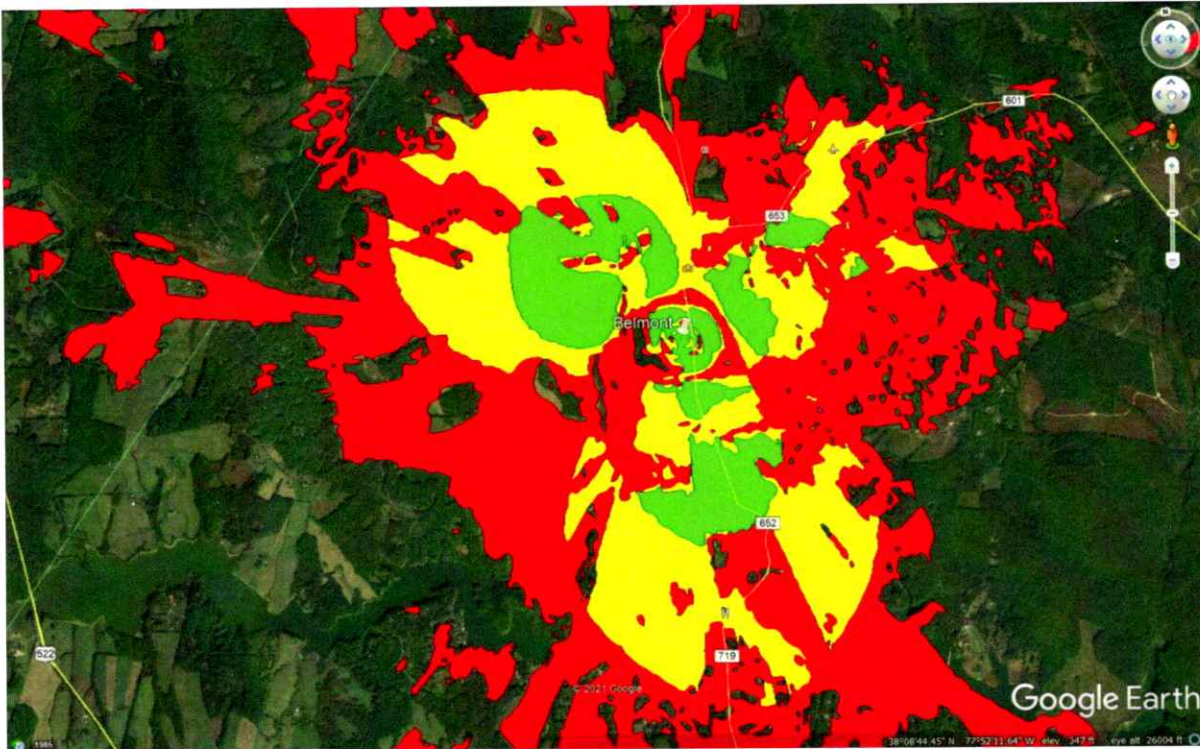
Data Stream coverage maps directly addresses the counties request in this solicitation as well as available GIS data, Census data, Citizen's request, and Data Stream direct customer request. Data Stream has identified communities down to the street level of unserved and underserved areas of the county with a priority on the Berkeley and Livingston Districts.

Data Stream utilizes the best in class RF modeling tools to identify best possible coverage throughout the county. The actual site locations may shift during the build based on several factors, but mainly on site acquisition. Each site deployed will have it own distinct coverage profile.

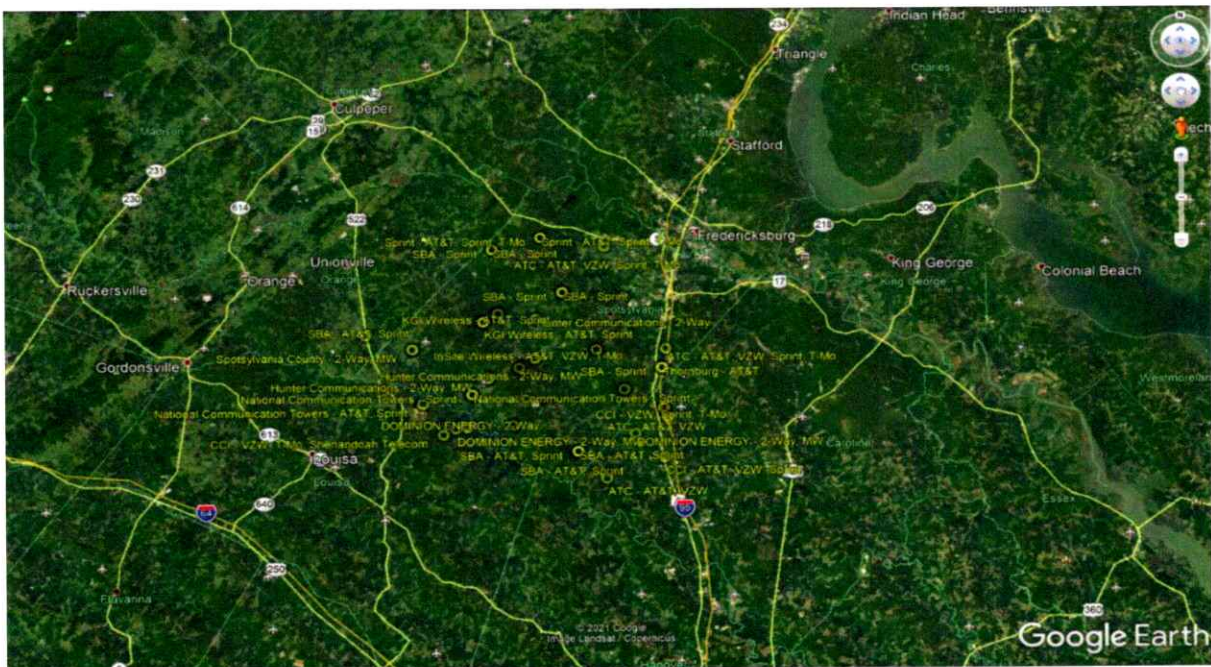
### **Wilderness (Orange Plank) – Existing Site**



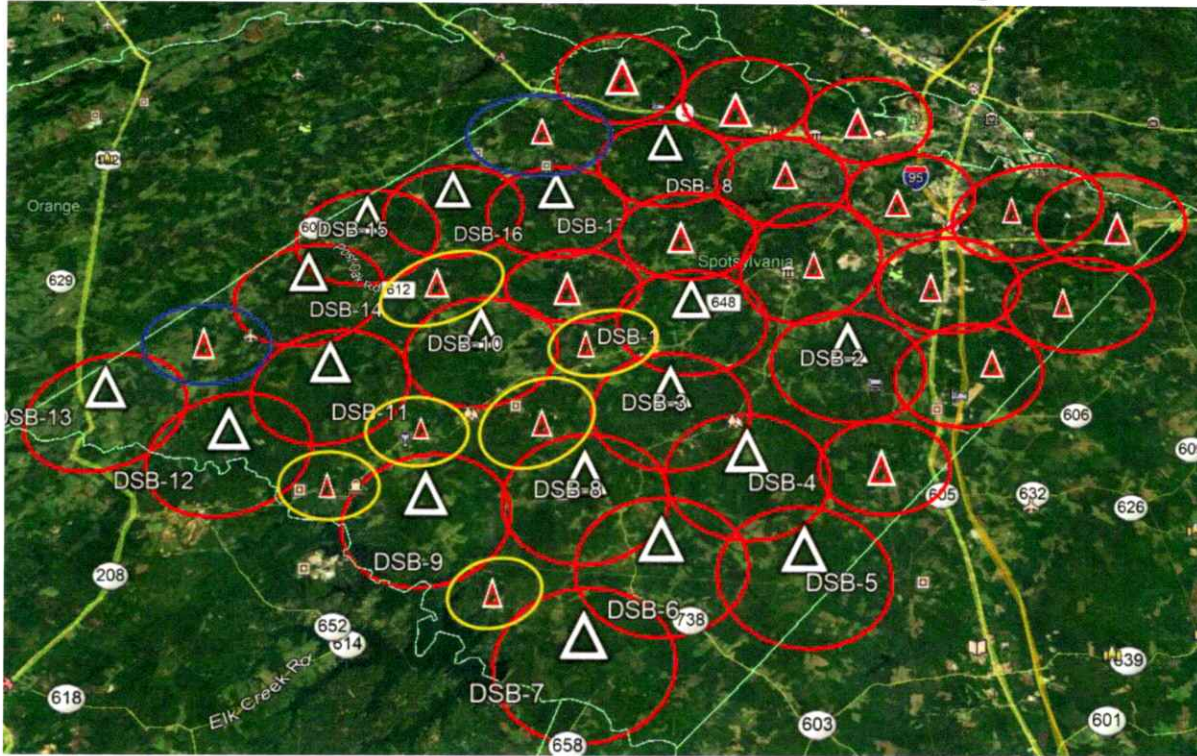
## Belmont – Existing Site




## Existing assets available for deployment



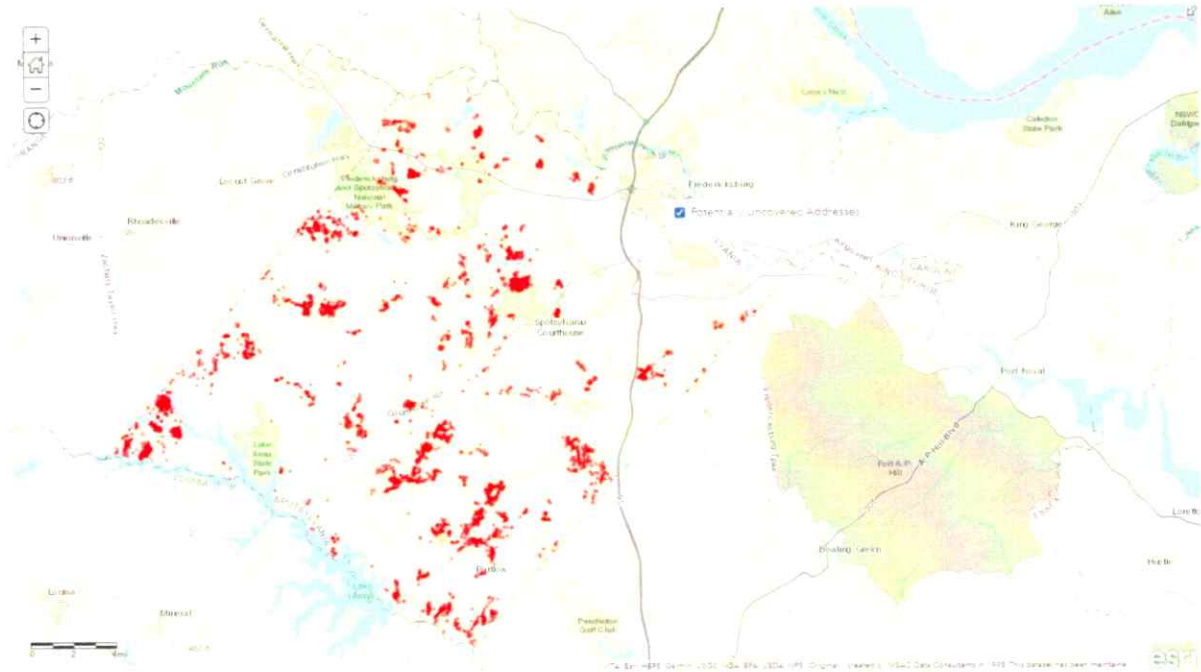
## Spotsylvania County Data Stream County Coverage



-  Existing Data Stream Deployments
-  Plan Data Stream Deployments
-  Planned Data Stream Small Cell Deployments

**Data Stream coverage areas are defined as Fixed Wireless, Small Cell and Fiber-to-the Premise.**

# Spotsylvania County Potential Uncovered Areas for Coverage

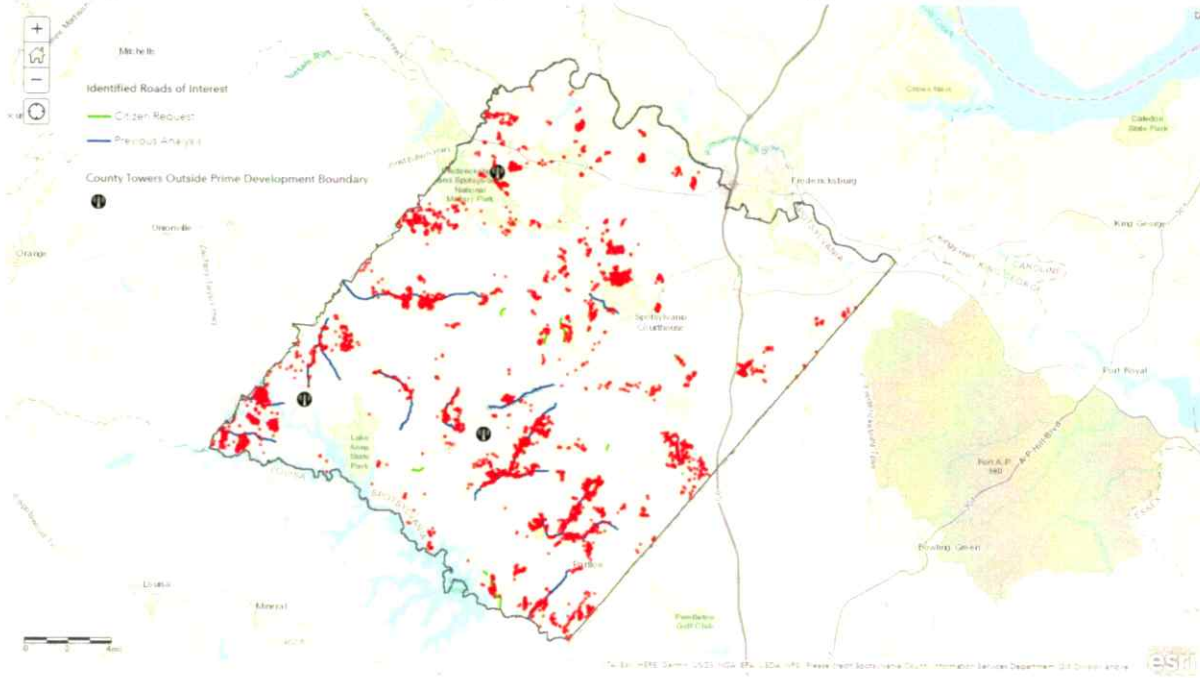


## Sample of Potential Uncovered Addresses for Coverage

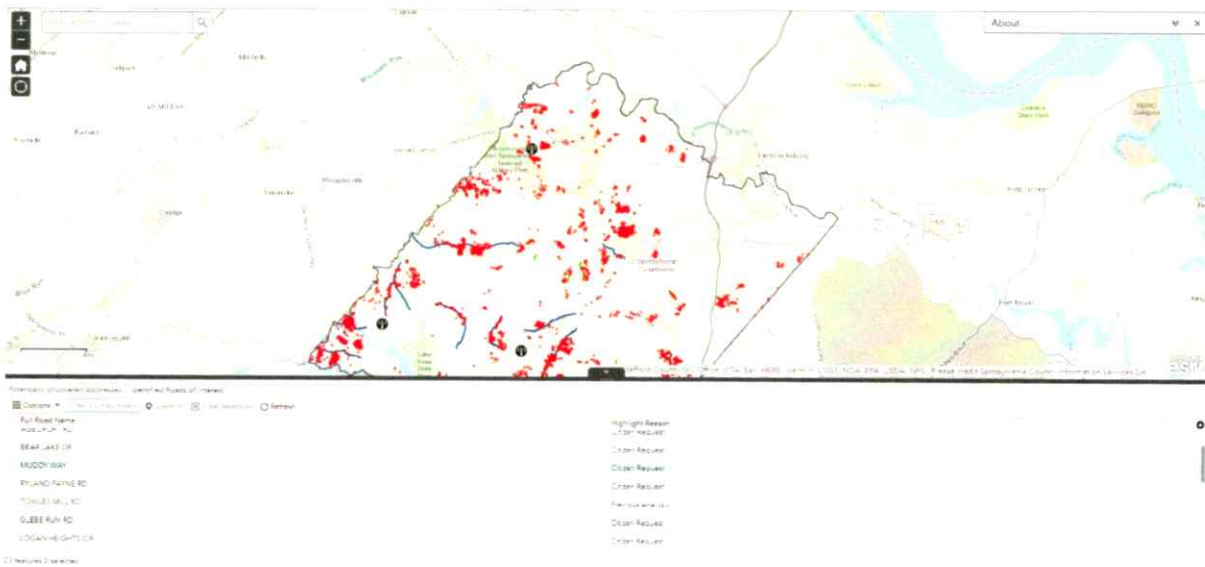
Potentially Uncovered Addresses (Features: 2957, Selected: 0)

ADDRID	Full Address Number	Address Unit Type	Full Road Name	Full Address	Place Name	Municipality Name	Emergency Service Number	Public Safety Answering Point	MSAG Community
A007967	8910	BLDG	RED FAULCONER WAY	8910 RED FAULCONER WAY		Spotsylvania	1	177	Spotsylvania
A007968	9708	BLDG	HERRICKS FORD RD	9708 HERRICKS FORD RD	W. B. Faulconer Estate Rt 613	Spotsylvania	1	177	Spotsylvania
A007966	9519	BLDG	PAMUNKEY RD	9519 PAMUNKEY RD	CATHARPIN SUBDIVISION	Spotsylvania	1	177	Spotsylvania
A007998	10337	BLDG	BEAVER LN	10337 BEAVER LN		Spotsylvania	1	177	Spotsylvania
A008065	10313	BLDG	NI RIVER DR	10313 NI RIVER DR	Lake Acres	Spotsylvania	10	177	Spotsylvania
A008069	8305	BLDG	SINGING WOOD LN	8305 SINGING WOOD LN	CEDAR RUN	Spotsylvania	1	177	Spotsylvania
A008070	8307	BLDG	SINGING WOOD LN	8307 SINGING WOOD LN	CEDAR RUN	Spotsylvania	1	177	Spotsylvania
A008076	8309	BLDG	SINGING WOOD LN	8309 SINGING WOOD LN	CEDAR RUN	Spotsylvania	1	177	Spotsylvania
A008077	10000	BLDG	WILLOW RIDGE WAY	10000 WILLOW RIDGE WAY	STUARTS CROSSING	Spotsylvania	10	177	Spotsylvania
A008078	10002	BLDG	WILLOW RIDGE WAY	10002 WILLOW RIDGE WAY	STUARTS CROSSING	Spotsylvania	10	177	Spotsylvania
A008079	8135	BLDG	SINGING WOOD LN	8135 SINGING WOOD LN	CEDAR RUN	Spotsylvania	1	177	Spotsylvania
A008097	8737	BLDG	CINDY LN	8737 CINDY LN		Spotsylvania	1	177	Spotsylvania
A008182	5937	TRLR	HICKORY RIDGE RD	5937 HICKORY RIDGE RD		Spotsylvania	8	177	Spotsylvania
A008184	5933	BLDG	HICKORY RIDGE RD	5933 HICKORY RIDGE RD		Spotsylvania	8	177	Spotsylvania

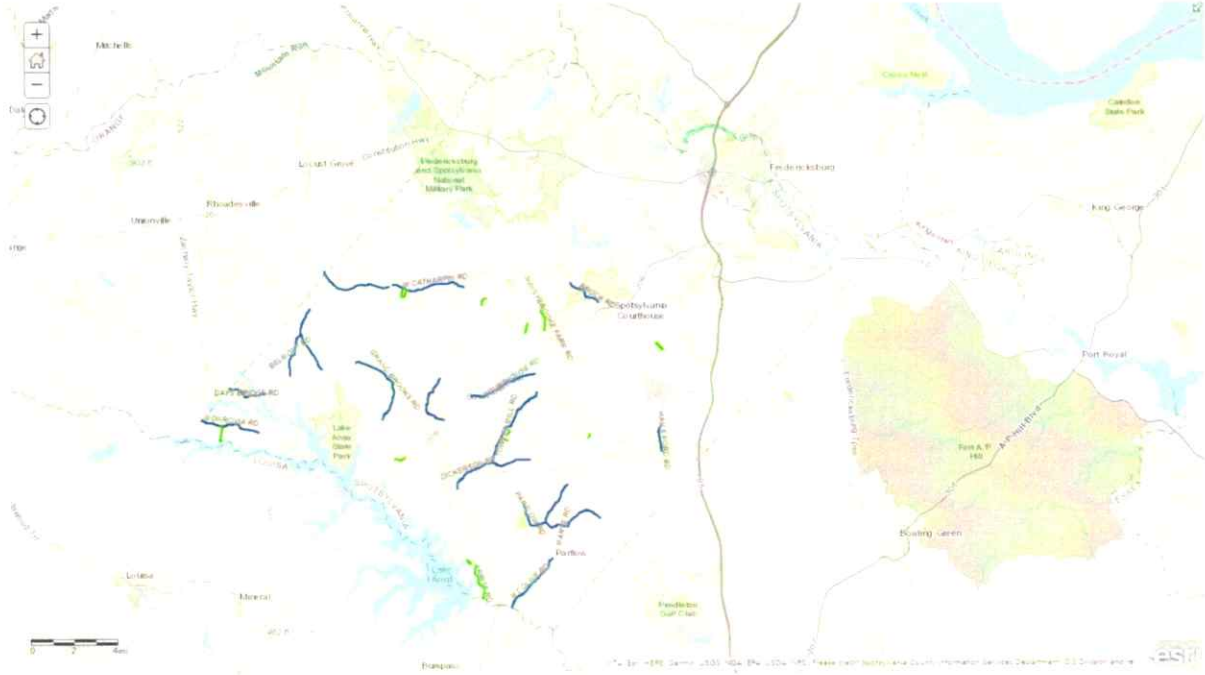
# Spotsylvania Citizens Request for Coverage



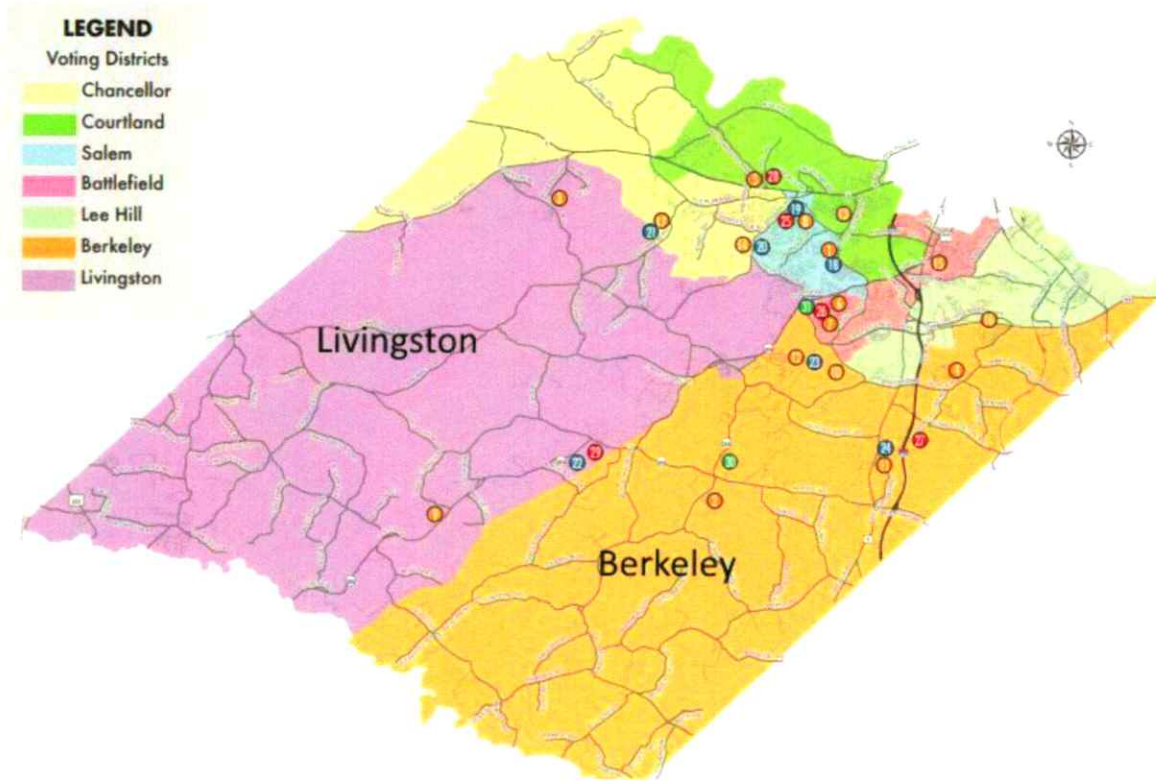
# Spotsylvania Citizens Request Addresses for Coverage



# Spotsylvania Survey of Road Clusters for Coverages




## Spotsylvania Estimated Number of Homes by Districts



District	No. of Homes	Covered	Uptake
Chancellor	6,718		20%
Courtland	7,545		15%
Salem	7,145		12%
Battlefield	7,767		12%
Lee Hill	7,569		15%
Berkeley	6,411		80%
Livingston	6,444		80%
<b>Totals:</b>	<b>49,599</b>		





Uptake rate based on # of homes unserved and underserved, plus carrier satisfaction in the area. Small survey of homeowners would welcome additional competition for service.



## *Data Stream Broadband Corp*

*"Building The Technology of Tomorrow"*

### **Attachment 6 - Spotsylvania Project Timeline**

#### Phase I: Pre-Build Planning Activities (1 - 4 months)

- Phase I and II design review acceptance.
- MOU site(s) acceptance
- Deploy on existing available tower assets within the RF Plan.
- Analyze Deep Dive RF modeling
- Develop deployment schedule (Smart Sheets).
  - Plan inventory needs.
  - Develop equipment delivery schedule (vendor dependent).
- Partner with the county all federal and state available grants.
- Review and validate the Spotsylvania RF Build, Channel (Complete Spectrum Needs Analysis) and IT AS Build Plans.
- Begin marketing and education program to maximize subscriber's awareness.
- Confirm "Internet of Things" (IOT) architecture for Smart County components with consultants.
- Identify and gain access to existing county owned assets (towers, water tanks, etc.) within the RF Plan and begin deployment plan.
- Submit permitting for all existing assets in the RF Plan.
- Begin site acquisitions for new builds and submit permitting and lease documentation.
- Negotiate leases on non-county owned assets within the RF Plan.
- Submit applications for FCC Backhaul Licenses.
- Identify backhaul needs for Macro and Small Cell sites.
- Begin acquisition process for all Macro and Small Cell sites.
- Identify Small Cell sites and begin the site acquisition process and new start build plan.
- Obtain Fiber rights-of-way, easements, and utilities access.

- Team with county officials to identify Smart City opportunities (i.e., V2X technology to improve road safety, energy savings, and traffic efficiency on the roads).
- Formalize Mobility Partner

### Phase I: Deployment and Build Activities (1 – 12 months)

- Hold community Meet-and Greet on Data Stream Broadband services available.
- Began process for fiber right-of-way access at Small Cell site locations.
- Deploy and bring live on existing assets in the county that are within the RF Build Plan.
- Deploy and bring live new build sites in the county within the RF Build Plan.
- Acquire sites for Macro and Small Cell builds
- Begin construction on new Macro and Micro builds.
- Deploy and bring live new build sites in the county within the RF Build Plan.
- Expand Marketing Plan.
- Submit project and milestone reports to the county.
- Setup Mobility Core
- Setup MVNO/Roaming Agreements
- Deploy Data Stream TV (IPTV) into current network
- Introduce Data Stream IOT Store into current network
- Expand operational resources to support growth plan

### Phase II: Deployment and Build Activities (12 – 18 months)

- Began process for fiber right-of-way access at Small Cell site locations.
- Begin construction on new Macro and Micro builds.
- Deploy and bring live new build sites in the county within the RF Build Plan.
- Begin Fiber-to-the-Premise Construction.
- Expand Marketing Plan.
- Submit project and milestone reports to the county.
- Setup MVNO/Roaming Agreements
- Expand operational resources to support growth plan



## *Data Stream Broadband Corp*

*"Building The Technology of Tomorrow"*

---

### **Attachment 7 - Relationship between Offeror/Community**

Upon successful award, Data Stream will immediately ramp up its marketing efforts in the county, we have always believed in grass-roots marketing and education. This includes activities such as community meet-and-greet, specifically in the unserved and underserved communities of the county, subscribers need to trust the people serving them (participation begun and more being planned), mass marketing and target email marketing efforts, community sponsorships, participation in community events, news, and social media outlet advertising. Participate in federal assistance programs (currently being administered in the county), participating in social programs, and participating in and sponsorship in youth activities are some of the ways Data Stream believes it can and will be a good community partner. Data Stream has established an online validation process.

Data Stream has and will always be active serving the community needs we are in. This year we have in response to the Covid 19 needs in our communities Data Stream and its staff held multiple Food Distribution events.

Data Stream deployed 9 free to the public hot spots for those that did not have access to internet.

Data Stream donated more than 100 boxes of food to hotel shelters and section 8 communities in Spotsylvania County.

Data Stream is also an FCC Emergency Broadband administrator and is actively marketing those benefits in the county. We continue to explore opportunities to assist the communities we serve.

*Sean Lee*

Sean Lee, President Data Stream Broadband



# *Data Stream Broadband Corp*

*"Building The Technology of Tomorrow"*

---

Attachment 8 – Letters of Support



FLAT WIRELESS, LLC

6/3/2021

ATTN: County of Spotsylvania

To whom it may concern,

Flat Wireless has been partnering with Data Stream over the last year developing a plan for Spotsylvania County. Over the last twelve months we have had the privilege of working with the Data Stream executive team and have developed a high level of confidence with their abilities and expertise.

Flat Wireless has been in business almost 15 years and has developed wireless data networks covering over 2MM pops. We recently helped a cooperative build a complete CBRS network in Tennessee using Ericson radios and Nokia customer premises equipment. Flat Wireless currently is helping AT&T with the FirstNet Network and also helping all other major carriers with their 5G buildout. Flat Wireless has in-house RF engineering, tower teams, project management and business plan consultation.

Data Stream has been in business for over 20 years. If Data Stream is awarded this project, we will continue to work in conjunction with Data Stream to build a quality reliable network for your county. We are highly confident, that when the network is complete, Data Stream will continue to manage the network so your county has a highly reliable system for many years. The Ericsson technology that Data Stream and our RF engineers are recommending, not only supports LTE, but will also have 5G capabilities with options to provide many other solutions such as IoT, wireless mobility and VOIP. To prove commitment to serve the county, Data Stream has already launched two Ericsson fixed wireless sites to demonstrate what service can be provided in the area.

Flat Wireless looks forward to working with the county and Data Stream on building out the county with main concentration in the underserved areas. We understand the importance of this project and what it means to build a network that will provide a high level of service for years to come.

Sincerely,

A handwritten signature in blue ink, appearing to read "KB", with a long horizontal line extending to the right.

Kevin Beierschmitt  
President/CEO

10210 Frankford Ave, Suite #110, Lubbock, Texas 79424 (806)416-5081  
[www.flatwireless.com](http://www.flatwireless.com)



June, 3<sup>rd</sup> 2021

To Whom It May Concern:

We are proud to call Data Stream Broadband one of our customers and celebrate with them the successes that they have had deploying broadband to rural communities. They have proven their ability to engineer, construct and manage an ultra-high speed next generation fixed wireless broadband network. We witnessed first-hand the impact that a Data Stream Broadband built network can have on a community. Their rapid deployment of high-speed wireless internet to the underserved and unserved rural markets during the pandemic has made a marked impact on those communities in a very short period of time. We are confident in the knowledge that Data Stream Broadband knows how to both manage a carrier grade wireless network as well as manage the relationships with the consumers who use it. While no project is without its challenges, Data Stream has the internal competence and partnered engineering depth with XtremeLTE to ensure the successful execution and completion of every project.

We submit this letter in support of Data Stream Broadband as a trusted network operator and rural broadband change agent.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin B. Ready', is written in a cursive style.

**Kevin B. Ready**  
Senior Director,  
Sales & Business Development  
**Xtreme Enterprises, LLC**

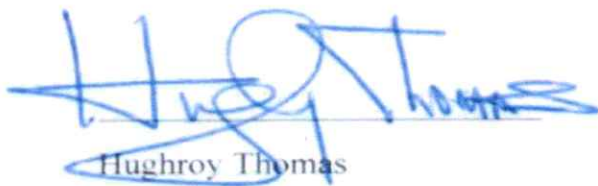
For more information   

# STARTEL COMMUNICATIONS, LLC.

June 3, 2021

To Whom it May Concern:

I feel privileged to write a reference letter for Sean Lee (Data Stream) He is the President/CEO. I have personally worked with Data Stream on the US Virgin Island Department of Education public school project connecting all 3 Islands St. Thomas, St. Croix, and St. John via Wireless Microwave system delivering high speed internet for long distance learning to over 9,000 students. I can state Data Stream is a very reliable company with excellent knowledge to perform large projects from start to end with 100% reliability.



Hughroy Thomas

2702 PILE STRADE #2

ST. THOMAS, VI 00802

TEL: 340-774-2579

EMAIL: [bronxvi@yahoo.com](mailto:bronxvi@yahoo.com)





June 3, 2021

Eric J Spalding  
Professional-Tech Vendor Mgmt.  
Technology Operations, Construction & Engineering-FL  
18560 NW 27<sup>th</sup> Ave, Miami Gardens, FL 33056  
Ph: (954)632-6105 – E: [Es2045@att.com](mailto:Es2045@att.com)  
**AT&T**

### **Letter of Recommendation**

To Whom It May Concern,

I am writing to recommend Sean Lee and his company Data Stream Mobile Technologies for additional construction services with future prospective clients. I have had the pleasure of working directly with Mr. Lee for over 5 years on several projects in the past and most recently on AT&T's communication coverage for the NFL Superbowl 55 in Tampa FL 2021.

The scope of work for this project involved the construction of communication towers in and around Downtown Tampa. This effort was completed to provide latest 5G enhancements to our AT&T Mobile Network, as well as support the increase of communication needs for First Responders, Media and Event attendees.

Data Stream scope of work involved telecommunication work along with electrical contract services and general construction labor.

Data Stream has illustrated their attention to detail, quality and safety on a number of occasions. It is imperative that our contractors strive for the highest standards in safety. They must not only demonstrate their commitment to meeting OSHA standards but AT&T's high quality standards and practices as well.

Data Stream has been able to effectively meet all our project schedule requirements. They have been able to quickly adapt to schedule changes due to unforeseeable roadblocks and have been exceptionally accommodating when dealing with design changes. Their PMs are very responsive and available to us 24 hours as required by the Telcom industry to maintain service, and to repair outages.

Please consider Data Stream for your construction service needs. I recommend them and look forward to working with them again.

A handwritten signature in black ink, appearing to read "Eric J. Spalding".

Yours truly,  
Eric J. Spalding



## *Data Stream Broadband Corp*

*"Building The Technology of Tomorrow"*

### Attachment 9 – Matching Funds

<b>Data Stream Broadband - Matching Funds</b>			
Description	Amount	Match Type	Data Stream
CapEx - LTE CPE (Qty 5000)	\$1,500,000	Cash	\$1,500,000
Site Cost Volume Discount 5% (Qty 41 sites)	\$2,115,452	Cash	\$2,115,452
<b>Total Contribution:</b>			<b>\$3,615,452</b>



# Data Stream Broadband Corp

*"Building The Technology of Tomorrow"*

---

## Attachment 10 – Funding Sources

<b>Data Stream Broadband - Budget Information</b>			
<b>Telecommunications</b>	<b>Data Stream</b>	<b>Grants Funding</b>	<b>Total</b>
Construction / Deployment	\$3,615,452	\$38,693,579	\$42,309,031
<b>Total:</b>			<b>\$42,309,031</b>

# STAPLES<sup>®</sup>

RCVD JUN 4 21 PM 1:43

Data Stream RFP # 21-30-TV  
Broadband Expansion Service  
Print & Marketing Services

Affordable. Professional. Exceptional.

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	%	Status
<b>REQUESTED VATI</b>	<b>\$ 17,660,257</b>	<b>70.14%</b>	<b>Pending</b>
SPOTSYLVANIA COUNTY (Local Cash)	\$5,000,000	19.86%	The FY 2022 Adopted CIP Budget includes \$5,250,000 through FY 2026 for public/private broadband expansion efforts. Of this amount, \$1,250,000 is currently budgeted and appropriated in FY 2022. The balance is expected to be budgeted and appropriated upon the Board of Supervisors' approval of an acceptable project.
DATA STREAM (Private Cash)	\$ 2,517,806	10%	Pending, but will be secured at contract start
<b>SUB-TOTAL CASH</b>	<b>\$25,178,063</b>	<b>100%</b>	
DATA STREAM (In-Kind CPEs)	\$ 1,500,000	100%	Pending, but will be secured at contract start.
<b>SUB-TOTAL IN-KIND</b>	<b>\$ 1,500,000</b>	<b>100%</b>	
<b>TOTAL PROJECT</b>	<b>\$26,678,063</b>		<b>If awarded, VATI would contribute 66.20% in cash, Spotsylvania County would contribute 18.74% in cash, and DataStream would contribute 9.44% in cash and 5.62% in in-kind contributions.</b>

# County of Spotsylvania

Founded 1721



*Board of Supervisors*  
DEBORAH H. FRAZIER  
BARRY K. JETT  
KEVIN W. MARSHALL  
TIMOTHY J. MCLAUGHLIN  
DAVID ROSS  
GARY F. SKINNER  
CHRIS YAKABOUSKI

*County Administrator*  
ED PETROVITCH  
*Deputy County Administrator*  
MARK L. COLE  
P.O BOX 99, SPOTSYLVANIA, VA 22553  
Voice: (540) 507-7010  
Fax: (540) 507-7019

*Service, Integrity, Pride*

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant  
Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Out of necessity, the Spotsylvania County Board of Supervisors ("the Board") meeting for September 14, 2021 has been cancelled. It was at this meeting that the Board was scheduled to adopt a resolution supporting the County's application for the FY 2022 VATI Grant; designating authorized representatives to serve as agents of the County in execution and administration of the grant; and communicating the amount of the local match associated with our application.

In the absence of a Board-adopted resolution, I submit the following:

- I am designating Assistant County Administrator, Bonnie Jewell, and Grants Manager Annette D'Alessandro as authorized organizational representatives who may act, as necessary, to submit the application materials and respond to questions pertaining to the FY 2022 VATI Grant.
- The Board's Adopted FY 2022 – FY 2026 Capital Improvement Plan includes \$5,000,000 over the five-year planning period for broadband initiatives. Accordingly, the County's local match for the FY 2022 VATI Grant project is \$5,000,000.
- The Board's next meeting is scheduled for September 28. The agenda for that meeting will again include consideration of a resolution supporting the County's application for the FY 2022 VATI Grant. While my staff and I anticipate the Board's full support of the grant, should approval of the resolution fail, we will take the necessary steps to officially withdraw our application.

Thank you to you and the Department of Housing and Community Development staff for working with us in this very unusual occurrence.

Sincerely,

Ed Petrovitch  
County Administrator



**DATA STREAM**  
MOBILE TECHNOLOGIES ♦ BROADBAND ♦ TELECOM

“Building The Technology of Tomorrow”

dsbroadband.com - 877.303.8956

Mrs. Jane Reeve  
8800 Courthouse Road, Room 410  
Spotsylvania, VA 22553

August 19, 2021

Ref: (RFP) #21-30-TV BROADBAND EXPANSION SERVICES

Mrs. Reeve,

This letter is to inform you that Data Stream will commit 15.96% of the total project cost towards the broadband project of **Livingston & Berkeley Districts** of Spotsylvania County. Data Stream will commit in-kind contribution of \$1,500,000 of consumer premises equipment (CPE) and a cash contribution of 10% of the project cost of \$2,517,806. Data Stream total contribution equals \$4,017,806. See page #2

Data Stream is also aware environmental and battlefield area challenges and has hired an acquisition expert to navigate those challenges.

Data Stream is fully aware of the timeline constraints consistent a federal and or state grant (1 year). We are committed to the project completion within a year. We do understand there are some controls out of our hands and may extend the build time and an extension may be warranted.

At the onset of the project Data Stream will submit a template of reports on the project, the projects timeline with milestones, and uptake rates to the county on a monthly basis. The county may submit its own set of reports it would like to see as part of the monthly reports to the county.

Data Stream Broadband Project Contribution	
Item	Amount
Customer Premise Equipment (CPE)	\$ 1,500,000
Cash	\$ 2,517,806
<b>Total Contribution:</b>	<b>\$ 4,017,806</b>

Best Regards,

*Sean Lee*

Sean Lee, CEO/President  
Data Stream Broadband



# United States Senate

WASHINGTON, DC 20510-4606

September 10, 2021

Ms. Tamarah Holmes  
Director  
Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219-2430

Dear Ms. Holmes,

I write today in support of Spotsylvania County's grant proposal to the Virginia Department of Housing and Community Development's (DHCD) Virginia Telecommunications Initiative (VATI) program. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston.

Access to, and use of, high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide. Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County.

I ask that you give this proposal every appropriate consideration. Should you or your staff have any questions, please contact Bianca Casper at 804-775-2314 or [bianca\\_casper@warner.senate.gov](mailto:bianca_casper@warner.senate.gov).

Thank you for your service on behalf of my constituents.

Sincerely,



MARK R. WARNER  
United States Senator

MRW/bc

180 WEST MAIN STREET  
ABINGDON, VA 24210  
PHONE: (276) 628-8158

101 WEST MAIN STREET  
SUITE 7771  
NORFOLK, VA 23510  
PHONE: (757) 441-3079

919 EAST MAIN STREET  
SUITE 630  
RICHMOND, VA 23219  
PHONE: (804) 775-2314

110 KIRK AVENUE, SW  
ROANOKE, VA 24011  
PHONE: (540) 857-2676

8000 TOWERS CRESCENT DRIVE  
SUITE 200  
VIENNA, VA 22182  
PHONE: (703) 442-0670

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

ABIGAIL SPANBERGER  
7TH DISTRICT, VIRGINIA

September 10, 2021

Dear Director Johnston,

I am writing to request you provide full and fair consideration of the application submitted by Spotsylvania County (hereinafter referred to as “the County”) for the Virginia Telecommunication Initiative (VATI) funding opportunity as awarded by the Virginia Department of Housing and Community Development.

As I understand it, the purpose of this program is to provide financial assistance to supplement construction costs by private sector broadband service providers, in partnership with local units of government, to extend service to areas that presently are unserved by any broadband provider.

If awarded funding, the County says it will partner with DataStream LLC, a private sector broadband service provider, to expand internet access for unserved and underserved residents living in the primarily rural districts of Berkeley and Livingston. Specifically, the County says DataStream will deploy a 5G capable hybrid broadband system capable of delivering internet service from 25/3 Mbps up to 200/20 Mbps.

Furthermore, the County says its proposed project will simultaneously further VATI’s goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County’s goal of extending affordable broadband internet service access to every resident in Spotsylvania.

I thank you for your time and attention to this grant application, as well as your service to the constituents of VA-07.

Kind Regards,



Abigail Spanberger  
Member of Congress

**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**

September 10, 2021

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 TURNPIKE 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](http://WWW.WITTMAN.HOUSE.GOV)

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

Rural residents in Virginia's First Congressional District appreciate the value of high-speed broadband access. Providing reliable broadband access is vital for commercial stability, job creation, distance learning, and telehealth service expansion. Throughout the First Congressional District of Virginia, as in other largely rural areas, economic incentives are needed to expand broadband access, and the VATI program has been a successful vehicle of meeting that need. VATI encourages private telecommunications providers to enlarge their coverage and gives localities the ability to design the expansion that is right for their communities. This eases the financial burden associated with construction costs, broadens service, and creates a successful public-private partnership (P3) for the awardees and for the Commonwealth.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County.

Thank you for your consideration of the Spotsylvania County application. Moreover, if you have any concerns or questions, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in blue ink that reads "Robert J. Wittman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Robert J. Wittman  
Member of Congress

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing & Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

Dear Dr. Holmes,

I am writing to express support for Spotsylvania County's FY22 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to areas currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

The George Washington Regional Commission (GWRC) serves Virginia Planning District 16, which includes the City of Fredericksburg and Caroline, King George, Spotsylvania, and Stafford Counties. Our mission is to coordinate planning to ensure economic competitiveness, reduce redundancy in government, improve efficiency, enhance services, and improve implementation time of regional projects. One important duty of the Virginia Planning District Commissions is to create strategic plans for their regions of service. GWRC's current strategic plan identifies promoting rural broadband internet solutions as a major need and priority within the region.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County.

The efforts of Spotsylvania County in pursuit of achieving universal broadband coverage for all of its residents will further the goals of GWRC's strategic plan and be of great benefit to our region.

Sincerely,



Kate Gibson  
Interim Executive Director

September 10, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

The Fredericksburg Regional Chamber of Commerce wishes to voice its strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

The Chamber recognizes the crucial role that high-speed internet access plays in business, education, and quality of life. This role has become even more prevalent during the COVID-19 pandemic. As such, the Chamber strongly supports the expansion of affordable, accessible, and reliable broadband into unserved and underserved areas. This increased broadband access will help facilitate business growth, ensure citizens can reliably work from home, as well as allow students to continue their education outside the classroom.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,



Susan V. Garnett Spears, IOM  
President & CEO



Central Rappahannock Regional  
**Library**

INSPIRING LIFELONG LEARNING  
FOR EVERYONE IN OUR COMMUNITY

Proudly serving Fredericksburg, Stafford, Spotsylvania, and Westmoreland

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI)  
Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

Martha M. Hutzl

MMH/kr



**librarypoint.org**

**540-372-1144**



September 10, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI)  
Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

Imagine being a student at Germanna Community College and, suddenly, the college moves all its courses and services online. What would you need to be successful? A computer? Yes, Germanna provides that. Wi-Fi to connect with faculty, to view images, videos and other instructional material? Of course, but the reality is that many of our students in Berkeley and Livingston Districts have their higher educations interrupted or stopped completely for want of broadband access. And they are struggling as we offer most classes and services virtually. **We serve approximately 3500 Spotsylvania County students and they all need high-speed internet access to be successful in their educational journeys.**

Thank you for supporting equitable college access for rural Spotsylvania students by funding Spotsylvania County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Our rural neighbors cannot be left behind.

If you have further questions, please contact me at [jgullickson@germanna.edu](mailto:jgullickson@germanna.edu).

Sincerely,

Dr. Janet Gullickson

Fredericksburg Area Campus  
10000 Germanna Point Drive  
Fredericksburg, VA 22408

Locust Grove Campus  
P.O. Box 1430  
2130 Germanna Highway  
Locust Grove, VA 22508

Joseph R. Daniel Technology Ctr.  
18121 Technology Drive  
Culpeper, VA 22701

Automotive Technology Center  
42 BlackJack Road  
Fredericksburg, VA 22405

Barbara J. Fried Center  
124 Old Potomac Church Road  
Stafford, Virginia 22554

Caroline Center  
11073 Colonel Armistead Drive Suite #101  
Ruther Glen, VA 22546

Web site: [www.germanna.edu](http://www.germanna.edu)  
Telephone: 540-891-3000





September 10, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education. There has never been greater need for equitable access to technology as there is today. All students should have the ability to access digital resources while away from the school buildings. Education does not happen just when the students are in the brick and mortar setting but rather has become anytime, anywhere as long as they have access to the necessary resources. As we prepare our students for their future, anytime access is a necessity.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Scott Baker".

Dr. S. Scott Baker  
Division Superintendent



# Fredericksburg Area Builders Association

---

3006 Lafayette Blvd. • Fredericksburg VA 22408 • (540) 898-2730 • admin@fabava.com • www.fabava.com

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

The **Fredericksburg Area Builders Association** would like to express strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. These areas of the county provide many opportunities for affordable housing / homeownership in Spotsylvania County, but unfortunately, the limited internet service available to residents in this area, make it difficult for families with school aged children and teleworking adults to thrive.

If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

Maria Moore  
Executive Officer  
Fredericksburg Area Builders Association



2050 Gordon W. Shelton Blvd.  
Fredericksburg, VA 22401

[faarmembers.com](http://faarmembers.com)

ph : 540-373-7711  
fx : 540-736-0301

Dr. Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
600 East Main St., Suite 300  
Richmond, VA 23219

Dear Dr. Holmes,

On behalf of the more than 1,700 members of the Fredericksburg Area Association of Realtors®, I am writing to express my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Respectfully,

Carrie Danko  
2021 President





We build strength, stability, self-reliance and shelter.

September 10, 2021

Tamarah Holmes, Ph.D.

Director, Office of Broadband

Virginia Department of Housing and Community Development

600 East Main Street, Suite 300

Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. Access to high-speed internet is critical for essential services. While high-density population areas often have multiple internet service providers, rural communities are left behind.

If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Cassie Kimberlin".

Cassie Kimberlin, Executive Director

# SPOTSYLVANIA COUNTY SHERIFF'S OFFICE



**Office of the Sheriff**  
Sheriff Roger L. Harris  
Post Office Box 124  
Spotsylvania, Virginia 22553  
Phone: 540-582-7115 • Fax: 540-582-9448

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service

access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Harris". The signature is written in a cursive style with a large initial "T" and a stylized "H".

Sheriff

# County of Spotsylvania

Board of Supervisors  
DEBORAH H. FRAZIER  
BARRY K. JETT  
KEVIN W. MARSHALL  
TIMOTHY J. MCLAUGHLIN  
DAVID ROSS  
GARY F. SKINNER  
CHRIS YAKABOUSKI

County Administrator  
ED PETROVITCH

Deputy County Administrator  
MARK L. COLE



Department of Fire, Rescue, and  
Emergency Management (FREM)

JAMES M. CULLINAN, Fire Chief

P.O. BOX 818  
Spotsylvania, VA 22553

Phone: (540) 507-7900  
Fax: (540) 582-6957

*Service, Integrity, Pride*

September 10, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI)  
Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. This effort has the potential to have a dramatic impact on our ability to provide life-saving services and information to our community in those areas of Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

James M. Cullinan, III  
Fire Chief  
Spotsylvania County Fire, Rescue & Emergency Management

# **Battlefield Homes, Inc.**



**4107 Plank Rd., Suite C  
Fredericksburg, VA 22407  
(540)786-2388**

September 10, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'LPH' followed by a long, sweeping horizontal line that extends to the right.





September 10, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

Bruce A. Reese, P.E., L.S.  
Executive Vice President

**From:** [Richard Lohr](#)  
**To:** [Annette D"Alessandro](#)  
**Cc:** [c.urian@fabava.com](mailto:c.urian@fabava.com); [mmoore@fabava.com](mailto:mmoore@fabava.com); [shane@lovingairinc.com](mailto:shane@lovingairinc.com)  
**Subject:** [EXTERNAL]: Letter of Support for Spotsylvania County"s FY 2022 Virginia Telecommunications Initiative (VATI) Grant Application  
**Date:** Monday, September 13, 2021 10:56:12 AM  
**Attachments:** [LAI-SCAN21091222450.pdf](#)

---

**CAUTION: This email originated from an external source. Do not click on any links or open attachments unless you recognize the sender and know the content is safe.**

Good morning,

We here at Loving Air are available to serve everyone that lives and works in Spotsylvania County. As a premier provider of HVAC services and a Factory Authorized dealer for Carrier we acutely know the difficulty our friends and neighbors here in Spotsylvania have with poor or unreliable internet. As technology advances it has become much more reliant on internet connection. Much of the equipment that we now offer can receive updates with wireless connections. Some have control systems that will only work on a reliable internet connection. For example the new control systems are moving away from wired temperature sensors and instead rely on local weather towers. A hybrid system, which is extremely efficient as it uses both electric and propane or natural gas as a heat source, needs to know the outdoor temperature to determine if it is more efficient to use the gas or the electricity. Many of our customers have been forced to settle for less sophisticated, less efficient equipment for no other reason than their existing internet connection is insufficient for the needs of today's modern HVAC equipment.

Furthermore, the tools that we use in the home are also increasingly dependent on internet. Gone are the days of hand written tickets and analog tools. We utilize a web based customer relationship management software that while it can function offline, is much more useful online. Not only wired internet is sparse, so is cellular service. Our estimating software requires a connection to properly function. If we do not have cellular connection we rely on using the customer's internet. When they don't have internet we need to leave their house and travel to where we can get internet service so that we can prepare an estimate than return to discuss, sometimes repeating this journey multiple times.

I am sure in today's day and age there are more pressing reasons to upgrade the quality and availability of broadband to our rural areas such as education and the increasing shift to working from home. Our industry, our customer's, our neighbors would all certainly benefit from the increased availability and quality of broadband in our area.

Please see the attached letter from the Owner of our company Shane Loving.

Sincerely,

Richard Lohr  
Director of Operations

Loving Air Inc  
[www.lovingairinc.com](http://www.lovingairinc.com)  
540-399-1300

--

This email was Malware checked by Sophos <http://www.sophos.com>



September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI)  
Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no, or limited internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Shane Loving". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Shane Loving  
Owner  
Loving Air Inc  
406 Hudgins Road Suite F  
Fredericksburg VA 22408  
[www.lovingairinc.com](http://www.lovingairinc.com)  
540-399-1300

CDBG Derivation of Cost

Product	Total	VATI	Non-VATI	Source of Estimate	Date
<b>EXAMPLE</b>					
<u>Construction</u>					
200 LF of fiber @\$150/LF	\$30,000	\$15,000	\$15,000	Company A	9/5/2016
Tower	\$100,000	\$80,000	\$20,000	Company B	9/5/2016
Engineering	\$20,000	\$0	\$20,000	ABC Engineering Firm	9/5/2016

**SUMMARY INFORMATION IS PROVIDED BELOW. DETAILED BREAKDOWN IS ATTACHED.**

Product	Total	VATI	Non-VATI	Source of Estimate	Date
Ericsson Macro Site Broadcast Equipment for 18 Sites	\$ 3,821,562	\$2,680,497	\$ 1,141,065	DataStream	9/14/2021
Ericsson Macro Site Broadcast Equipment for 4 Sites	\$ 300,048	\$210,458	\$ 89,590	DataStream	9/14/2021
Ericsson License for 22 Sites	\$ 304,392	\$213,505	\$ 90,887	DataStream	9/14/2021
Generators for 22 Sites	\$ 308,000	\$216,036	\$ 91,964	DataStream	9/14/2021
Power Pack and Cisco for 22 Sites	\$ 764,302	\$536,092	\$ 228,210	DataStream	9/14/2021
New Macro Tower Build for 14 Sites	\$ 7,151,900	\$5,016,443	\$ 2,135,457	DataStream	9/14/2021
New Micro Tower Build for 4 Sites	\$ 904,600	\$634,499	\$ 270,101	DataStream	9/14/2021
Tower Construction for 22 Sites	\$ 1,540,000	\$1,080,178	\$ 459,822	DataStream	9/14/2021
RF Design and Engineering for 22 Sites	\$ 800,800	\$561,692	\$ 239,108	DataStream	9/14/2021

CDBG Derivation of Cost

Mobility Layer - 5 Year Cost	\$ 8,231,965	\$5,774,015	\$ 2,457,950	DataStream	9/14/2021
Fiber Estimated for 70 Miles	\$ 840,000	\$589,188	\$ 250,812	DataStream	9/14/2021
Miscellaneous and Accessories	\$ 210,494	\$147,643	\$ 62,851	DataStream	9/14/2021
<b><i>SUBTOTAL FOR DESIGN AND BUILD CASH NEEDS</i></b>	<b><i>\$ 25,178,063</i></b>	<b><i>\$17,660,257</i></b>	<b><i>\$ 7,517,806</i></b>		
<b><i>SUBTOTAL FOR IN-KIND PROVIDED BY DATASTREAM FOR CPEs</i></b>	<b><i>\$ 1,500,000</i></b>	<b><i>\$0</i></b>	<b><i>\$ 1,500,000</i></b>	<i>DataStream</i>	<i>9/14/2021</i>
<b>TOTAL PROJECT COSTS</b>	<b>\$ 26,678,063</b>	<b>\$17,660,257</b>	<b>\$ 9,017,806</b>	<b>If awarded, VATI would contribute 66.20% in cash, Spotsylvania County would contribute 18.74% in cash, and DataStream would contribute 9.44% in cash and 5.62% in in-kind contributions.</b>	

## DS Detailed Pricing

### Ericsson Macro Site Broadcast Equipment

3 Ericsson 6488 RRU Band 48 CBRS - 3 Sector 64x64 MU-MIMO	\$ 32,400	\$ 97,200
3 1.8Gb Throughput 20Mhz->40Mhz License	\$ 9,750	\$ 29,250
2 Application Server Configuration 101a2 (1RU, Dual AC power)	\$ 5,752	\$ 11,504
2 Application Server Configuration 106a2 (1RU, Dual AC power, 2x10GigE Fiber)	\$ 6,200	\$ 12,400
1 EPCFN Base Package - Software License	\$ 9,100	\$ 9,100
1 EPCFN Base Package - Redundancy Software License	\$ 5,460	\$ 5,460
1 Intial Subscriber Software License (Includes first 1000 Subscribers)	\$ -	\$ -
1 OMC Application License	\$ 11,375	\$ 11,375
10 Engineering & Configuration Site optimization Fee	\$ 1,300	\$ 13,000
3 EPC Integration	\$ 2,600	\$ 7,800
1 Premium Annual Maintenance Support + SW Updates, 7x24	\$ 7,020	\$ 7,020
1 PTP Microwave Equipment	\$ 4,700	\$ 4,700
1 MW FCC CBRS coordination License & Integration	\$ 3,500	\$ 3,500
	<b>\$ 99,157</b>	<b>\$ 212,309</b>

**18 Total: \$ 1,784,826 \$ 3,821,562**

### Ericsson Micro Site Broadcast Equipment

Ericsson 4408 Band 48 CBRS - 2 Sector 2x2 Ericsson 6620 BBU - 1.2Gb available throughputLicensed 2 for 40MHz - CBRS	\$ 18,847	\$ 37,694
2 Ericsson 4408 Script 2 Sector	\$ 900	\$ 1,800
4 Kathrein 4-Port B48 Antenna 2x3300-3800 1.0m	\$ 800	\$ 3,200
4 Band 48 RF Jumpers Nex10 to 4.3-10- 2 jumpers per Antennas	\$ 95	\$ 380
10 Engineering & Configuration Site Optimization Fee	\$ 1,300	\$ 13,000
2 EPC Integration	\$ 2,600	\$ 5,200
1 Premium Annual Maintenance Support + SW Updates ENM and Domain Proxy, 7x24	\$ 5,538	\$ 5,538
1 PTP Microwave Equipment	\$ 4,700	\$ 4,700
1 MW FCC CBRS coordination License & Integration	\$ 3,500	\$ 3,500
	<b>\$ 38,280</b>	<b>\$ 75,012</b>

**4 Total: \$ 38,280 \$ 300,048**

### Ericsson License

1 Ericsson ENM and Domain Proxy License Per Site	\$ 3,240	\$ 3,240
1 Ericsson XtremeLTE 5G NR License Per Site	\$ 10,596	\$ 10,596
	<b>\$ 13,836</b>	<b>\$ 13,836</b>

**22 Totals: \$ 304,392 \$ 304,392**

### Generators

7KVA Kubota Lowboy GL 7000 Generator with Digital fuel meter and custom 50GAL diesel Tank 1 w/automatic start.	\$ 8,000	\$ 8,000
1 InteliLite-9 100 Amp IP-ATS	\$ 2,500	\$ 2,500
1 Generator Installation w/electrical	\$ 3,500	\$ 3,500
	<b>\$ 14,000</b>	<b>\$ 14,000</b>

**22 Total: \$ 308,000 \$ 308,000**

### Power Pack & Cisco

1 Eltek Minipack Power System	\$ 4,800	\$ 4,800
4 Eltek Minipack Rectifiers	\$ 700	\$ 2,801
4 EnerSys PowerSafe Battery	\$ 910	\$ 3,640
1 DBB AC/Heated Cabinet	\$ 7,500	\$ 7,500
1 Cisco Layer 3 10G Port Switch DC Power	\$ 9,800	\$ 9,800

1 Rosenberg Fiber Trunk	\$ 2,500	\$ 2,500
1 Rosenberg Power Trunk	\$ 2,750	\$ 2,750
1 Rosenberg Fiber/Power Distribution Box	\$ 950	\$ 950
	<b>\$ 29,910</b>	<b>\$ 34,741</b>

**22** **Total: \$ 658,026 \$ 764,302**

**New Macro Tower Build**

1 190' Macro Cell Tower Purchase and delivery	\$ 460,000	\$ 460,000
1 Transport From yard to site, inclusive of permits and pilot vehicles	\$ 8,500	\$ 8,500
1 100 Ton Crane	\$ 15,000	\$ 15,000
1 AC Power Run Material, All conduit, fittings, disconnects, wire and hand holes.	\$ 3,900	\$ 3,900
1 Cost associated with Electrical Permit	\$ 950	\$ 950
	\$ 10,500	\$ 10,500
1 Installation of AC power conduit, fittings, meter can Raycap, grounding, meter can, disconnect, etc.	\$ 7,000	\$ 7,000
1 Directional Bore Machine, material and labor for underground installation	\$ 7,000	\$ 7,000
1 AC Pole Material, Grounding Ring material, cabling, meter can, etc.	\$ 3,800	\$ 3,800
1 Restoration Seed/Straw/Rocks Fill	\$ 1,200	\$ 1,200
	<b>\$ 510,850</b>	<b>\$ 510,850</b>

**14** **Total: \$ 510,850 \$ 7,151,900**

**New Micro Tower Build**

1 100' Small Cell Pole Purchase and delivery	\$ 175,000	\$ 175,000
1 Transport From yard to site, inclusive of permits and pilot vehicles	\$ 4,500.00	\$ 4,500
1 Installation, Boring and setting of pole, inclusive of all equipment and labor and removal of spoils.	\$ 6,500.00	\$ 6,500
1 Man-Lift/Crane Man Basket	\$ 9,500.00	\$ 9,500
1 Traffic Control Personnel (flaggers) and signage as necessary per DOT regulations	\$ 2,200.00	\$ 2,200
1 AC Power Run Material, All conduit, fittings, disconnects, wire and hand holes.	\$ 3,900.00	\$ 3,900
1 Electrical Permit, Cost associated with Electrical Permit	\$ 950.00	\$ 950
Labor AC Power Run, Installation of AC power on pole, conduit, fittings, meter can Raycap, grounding, meter can, disconnect, etc.	\$ 8,500.00	\$ 8,500
1 Directional Bore Machine, material and labor for underground installation	\$ 7,000.00	\$ 7,000
1 AC Pole Material Risers, through/lag-bolts, grounding material, cabling, meter can, etc.	\$ 2,200.00	\$ 2,200
1 Raycap/Transactor Power Supply	\$ 1,200.00	\$ 1,200
1 Traffic Control Inclusive of traffic control measures and permit as necessary	\$ 3,500.00	\$ 3,500
1 Restoration Seed/Straw/Rocks Fill	\$ 1,200.00	\$ 1,200
	<b>\$ 226,150</b>	<b>\$ 226,150</b>

**4** **Total: \$ 226,150 \$ 904,600**

**Tower Constructions**

1 Tower Constructions	\$ 70,000	\$ 70,000
-----------------------	-----------	-----------

**22** **Total: \$ 1,540,000 \$ 1,540,000**

**RF Design & Engineering**

1 RF Design & engineering.	\$ 5,850	\$ 5,850
1 RF drive testing & optimization.	\$ 5,200	\$ 5,200
1 A&E Services that is inclusive of construction drawings and related materials.	\$ 4,550	\$ 4,550
1 Field inspection & coordination.	\$ 3,900	\$ 3,900
1 Utility coordination.	\$ 3,575	\$ 3,575
1 Due diligence (survey, title, environmental, FAA/FCC, NEPA-RF).	\$ 4,225	\$ 4,225
1 Construction management.	\$ 3,900	\$ 3,900
1 Related project management services for all above activities.	\$ 5,200	\$ 5,200
	<b>\$ 36,400</b>	<b>\$ 36,400</b>



22	<b>Total: \$ 800,800 \$ 800,800</b>
----	-------------------------------------

**Mobility Layer - 5 Year Cost**

22	Radio, 2x2, 40W, 5MHz	\$ 1,458,157	\$ 1,458,157
22	Core	\$ 509,127	\$ 509,127
22	Network Management (hosted by 3rd party)	\$ 236,210	\$ 236,210
22	Installation	\$ 1,196,000	\$ 1,196,000
22	Management and Direction	\$ 235,034	\$ 235,034
22	PM, Design, Engineering, Troubleshooting	\$ 827,350	\$ 827,350
22	Operations	\$ 502,320	\$ 502,320
22	Installation and tech support	\$ 344,407	\$ 344,407
22	Network support, alarm monitoring	\$ 143,520	\$ 143,520
22	Warehousing and Materials	\$ 251,450	\$ 251,450
22	Estimated radio site lease and utility costs	\$ 2,066,550	\$ 2,066,550
22	Estimated wireless backhaul costs	\$ 275,540	\$ 275,540
22	Data Center and internet access	\$ 186,300	\$ 186,300
		<b>\$ 8,231,965</b>	<b>\$ 8,231,965</b>

**Fiber Est. 70 Miles**

70	DSB Fiber Deployment	\$ 12,000	\$ 840,000
	Misc & Accessories		\$ 210,494
10			<b>\$ 25,178,063</b>



# Budgetary Quotation

<b>TO</b>  DATA STREAM MOBILE TECHNOLOGIES, INC Pete Vavra 1535 S Perimeter Rd No 36B Fort Lauderdale FL 33309 UNITED STATES Attention: Tel No. : Fax No. : Email :	<b>PLEASE DIRECT ORDERS TO</b>  Aviat U.S., Inc 860 N. MCCARTHY BLVD. Milpitas, CA 95035 UNITED STATES	<b>REMIT ADDRESS</b>  Aviat U.S., Inc. Dept CH 16534 Palatine IL 60055-6534 US  <b>WIRE INSTRUCTION</b>  Silicon Valley Bank ABA No 121140399 Santa Clara, CA 95054  For Account: Aviat U.S., Inc. Account Number: 3300389009	<b>SECTOR</b>  North America 5200 Great America Parkway Santa Clara, CA 95054 UNITED STATES  <b>AVIAT STORE SALES ADDRESS</b>  Efax: +19162743960 Email: AviatStoreHelp@aviatnet.com Phone: 1-800-227-833
--	--	---	---

Quote Number / Rev No.	Date Of Quote	Expiration Date	Our Reference
232263	2021-09-11 00:00:00	Prices subject to change without notice, budgetary only	N/A

No	Part Number	Item	Quantity	Unit Price	Price
1	W42-11H1-WPX	WTM 4200, 11 GHz OMT, T-R 490/500/520/530MHz, 11200-11505 TX high, +/-40 to +/-57V & PoE	60	\$3,767.04	\$226,022.40
2	W42-11L1-WPX	WTM 4200, 11 GHz OMT, T-R 490/500/520/530MHz, 10695-10995 TX low, +/-40 to +/-57V & PoE	60	\$3,767.04	\$226,022.40
3	W48-11H1-WPH2	WTM 4800 Multi-band 80 GHz, T-R 10GHz, 81000-86000 TX High, 11 GHz, T-R 490/500/420/530MHz, 11200-11505 TX High, A2C+ capable, +/-40 to +/-57V & PoE	5	\$4,051.44	\$20,257.20
4	W48-11L1-WPH2	WTM 4800 Multi-band 80 GHz, T-R 10GHz, 81000-86000 TX High, 11 GHz, T-R 490/500/420/530MHz, 10695-10995 TX Low, A2C+ capable, +/-40 to +/-57V & PoE	5	\$4,051.44	\$20,257.20
5	WZL-BASE	WTM4000 Base License, inc CLI & GUI, IPv4 or IPv6, VLANs, 10Mbps	130	\$70.20	\$9,126.00
6	AND-VHLP2-11W-GT2	ANTENNA, 10/11 GHZ , 0.6 M (2FT), VALULINE, HPLP ( CIRCULAR INTERFACE), DIRECT MOUNT, DISH (STD: WHITE), 10.125-11.7 GHZ, RADOME (STD: GRAY), CLASS III/FCC101B, SINGLE PIECE REFLECTOR, 250 KMPH, 180 KMPH	12	\$385.10	\$4,621.20
7	AND-VHLP3-11W-GT2	ANTENNA, 10/11 GHZ, 1.0 M (3FT), VALULINE, HPLP ( CIRCULAR INTERFACE), DIRECT MOUNT, DISH (STD: WHITE), 10.125-11.7 GHZ, RADOME (STD: GRAY), CLASS III/FCC101A/B, SINGLE PIECE REFLECTOR, 250 KMPH, 180 KMPH	40	\$794.93	\$31,797.20
8	AND-VHLP4-11W-GT2	ANTENNA, 10/11 GHZ , 1.2 M (4FT), VALULINE, HPLP ( CIRCULAR INTERFACE), DIRECT MOUNT, DISH (STD: WHITE), 10.125-11.7 GHZ,	8	\$1,042.23	\$8,337.84

		RADOME (STD: GRAY), CLASS III/FCC101A, SINGLE PIECE REFLECTOR, 250 KMPH, 200 KMPH			
9	MWE-MT1180M50VH/AV	ANTENNA, 11/80 GHZ, 0.6M (2FT), DUAL-BAND (RECTANGULAR INTERFACE), DIRECT MOUNT, DISH (STD: WHITE), 10.7-11.7 / 71-76,81-86 GHZ, RADOME (STD: WHITE), CLASS III/FCC47. SINGLE PIECE REFLECTOR, 252KMPH, 164KMPH	10	\$1,311.63	\$13,116.30
10	WZF-AM2	WTM 4000 Adaptive Modulation License up to 4096 QAM	10	\$168.48	\$1,684.80
11	WZF-42SECRFM	WTM 4000 2nd RFM ENABLE LICENSE	10	\$226.80	\$2,268.00
12	WZL-MBENTERPRISE1	WTM 4800 MultiBand Feature Set Enable including 2nd RFM, 4096 QAM, 2.5 Gbps Capacity	60	\$1,003.43	\$60,205.80
13	WZF-MB10G	WTM 4800 MultiBand Radio Throughput License 10.0 Gbps	10	\$1,845.34	\$18,453.40
14	079-422674-001	SFP OPT 2.5Gbit 1310nm SMF LC 5km -40 to 85C	60	\$33.67	\$2,020.20
15	079-422678-001	SFP+ OPT 10Gbit 1310nm SMF LC 10km LR/LW -40 to 85C	10	\$78.59	\$785.90
16	037-579723-010	CABLE, FIBRE OPTICS, OUTDOOR W/GLANDS BOTH ENDS, SMF, 2xLC to 2xLC, 10M	60	\$28.31	\$1,698.60
17	SWW-BWXXA1002440	WARRANTY PLUS IW, WORLD WIDE, 24 MONTHS, WTM-4000	130	\$183.60	\$23,868.00
18	SWW-BNWXA1001240	WARRANTY PLUS NW - WORLD WIDE, 12 MONTHS, WTM-4000	130	\$228.60	\$29,718.00
19	STORE-FREIGHT	TRANSPORT FREIGHT COMPENSATION	1	\$23,462.22	\$23,462.22

Sub-Total: \$723,722.66  
Tax : \$50,475.96

**Grand Total : \$774,198.62**

**AVIAT STORE SALES ADDRESS:**

Efax: +19162743960  
Email: AviatStoreHelp@aviatnet.com  
Phone: 1-800-227-833

**Terms and Conditions:**

Payment Terms : 30 NET  
Shipment Option : 6 to 8 Weeks  
Delivery Option : Ground  
Shipping Instructions :  
Freight Terms : PREPAID AND BILL  
FOB Point : ORIGIN  
Standard Warranty for Equipment :

Aviat Networks recommends using surge protection devices for all microwave equipment installations. Equipment installed without the recommended surge protection devices will not be eligible for Aviat Networks extended warranty. Please contact your sales representative to request details on the recommended surge protection devices.

The submitted Customer purchase order or other form of contract ("Order") is hereby acknowledged by Aviat Networks subject to the Aviat Networks Standard Terms and Conditions of Sale ("Conditions"), which are available at the following web site: [http://www.aviatnetworks.com/media/files/AVWN\\_STCS.pdf](http://www.aviatnetworks.com/media/files/AVWN_STCS.pdf). If the Order contains any terms and conditions in addition to or in conflict with those contained in the Conditions, such additional or conflicting terms are rejected by Aviat Networks and will be void. In case of any inconsistency between the Conditions and the Order, or contained in any other communications between the Customer and Aviat Networks, or any terms implied by trade, custom, practice or prior course of dealings between the parties, and regardless of any Customer statement to the contrary in the Order or any other communications, the terms of the Conditions shall control. However, if the Order was issued under or in connection with an applicable master agreement between Aviat and Customer (an "Existing Agreement"), then the Existing Agreement will govern and control the Order.

Aviat U.S., Inc. would like to ensure accurate billing for this order. If this order is exempt from sales tax, please email the applicable sales tax exemption certificate(s) to [taxdept@aviatnet.com](mailto:taxdept@aviatnet.com) or fax to 210-526-6301. Thank you for your assistance.

If customer has a tax exempt certificate, it should be provided at time of placing the order to Aviat Store Order Admin.

**Remarks:**

End Of Report





**DATA STREAM**  
MOBILE TECHNOLOGIES ♦ BROADBAND ♦ TELECOM

“Building The Technology of Tomorrow”

dsbroadband.com - 877.303.8956

## Flat Wireless Quote – Contact is below

**From:** Paula Cator <[pcator@flatwireless.com](mailto:pcator@flatwireless.com)>

**Sent:** Wednesday, March 17, 2021 12:11 PM

**To:** Charles Thomas <[cthomas@dsbroadband.com](mailto:cthomas@dsbroadband.com)>

**Subject:** RE: Pricing for Spotsylvania

Here you go Charles! Let me know if you need anything else.

Per Site	
RF Design & engineering.	\$ 4,500.00
RF drive testing & optimization.	\$ 4,000.00
A&E Services that is inclusive of construction drawings and related materials.	\$ 3,500.00
Field inspection & coordination.	\$ 3,000.00
Utility coordination.	\$ 2,750.00
Due diligence (survey, title, environmental, FAA/FCC, NEPA-RF).	\$ 3,250.00
Construction management.	\$ 3,000.00
Related project management services for all above activities	\$ 4,000.00
	<b>\$ 28,000.00</b>

22 Sites **\$ 616,000.00**

**Ship To:**

[166278] Data Stream  
 1535 S Perimeter Rd #36B  
 Fort Lauderdale FL 33309  
 7873609213  
 9542711240  
 slee@dswltech.net

# Quotation #QT13355

Proyecto: 6 Kubota Lowboy and 6 Automatic Transfers Switch

<b>Quotation Date:</b> 08/05/2021 02:15:42 PM	<b>Salesperson:</b> AldemarSantamaria	<b>Payment Terms:</b> 50% de depósito con la orden de compra y 50% antes de la entrega del equipo.	<b>Expiration Date:</b> 09/31/2021
			<b>Discount Type:</b> Global

Description	Product	Quantity	Unit Price	Taxes	Amount
[Lowboy 7kW TM GL7000-TM] Kubota Lowboy 7kW TM Capacity 7 KW Tank 50 USG Digital fuel meter	[Lowboy 7kW TM GL7000-TM] Kubota Lowboy 7kW TM	22.00 Unit(s)	6,000.00		\$ 132,000.00

ATS 100 1PH	22.00 Unit(s)	1,900.00	\$ 41,800.00
-------------	------------------	----------	--------------

Model: ATS 100  
 Logic: DSE4520  
 Capacidad: 100 amps  
 Voltaje: 120/240V VAC 1PH  
 NEMA 3R

DIT THE SYSTEM REQUIRES A TRANSFER OF 200 AMPS  
 THIS LEADS TO AN INCREASE OF \$200

<b>Subtotal</b>	173,800.00
<b>Finance Charges</b>	\$ 5,500.00
<b>Total</b>	\$ 179,300.00

Discount Method	
Finance Charges Amount	0.0



8/26/2021

Data Stream Broadband

LTE Made Easy.

Xtreme Enterprises, LLC, has decades of direct experience operating as a Wireless Internet Service Provider and cellular carrier. Xtreme Enterprises has partnered with Ericsson, a leader in the telecom industry, to provide the best LTE solution for fixed wireless.

At XtremeLTE, we are committed to offering you and your customers broadband access with 3 primary drivers in mind: Technology, Financials, and Commitment. We strive for these criteria with the following fundamentals.

ENABLING INTERNET ACCESS

- Full Turnkey
- Exclusive Ericsson Strategic Partnership
- Powered by Ericsson RAN
- Carrier Grade Network Offering
- Support of Band 41, 48 and more
- End-to-End LTE Building Blocks
- LTE Training
- Fully Monitored
- Options for Install & Integration

MANAGING EXPECTATIONS

- WISP Operational Experience
- Decades of Wireless Expertise
- Proven Experience with OUR Customer Base
- Pre-tested in our Network to validate features/functionality

TCO

- Low-Cost Entry Business Model
- Sustainable Investment
- Pay as You Grow Scheme
- LTE Standards Compliant
- Positioned for 5G when you are ready
- Roaming Capability already in place when mobility is available
- Leading-Edge Features and Functionality NOW

Thank you for the opportunity to highlight our services. We are confident we have a complete LTE solution that is leading edge, industry proven with the optimal total cost of ownership.

Yours sincerely, and on behalf of the entire XtremeLTE Team,

*Julie McGowan*

Julie McGowan  
SVP Business Development  
[jmcgowan@xtremelte.com](mailto:jmcgowan@xtremelte.com)

*Dave Tews*

Dave Tews  
President  
[dtews@xtremelte.com](mailto:dtews@xtremelte.com)

*Eric Whalen*

Eric Whalen  
CTO  
[ewhalen@xtremelte.com](mailto:ewhalen@xtremelte.com)

For more information   

Any unauthorized use, disclosure, copying or distribution of its contents is strictly prohibited. If you have received this message in error, please notify the sender by reply email and delete (or destroy if printed) the message and any attachments.

8/26/2021





6488	Qty	Unit Price	Total
Ericsson 6488 RRU Band 48 CBRS - 3 Sector 64X64 MU-MIMO	22	\$89,995	\$1,979,890
<i>Included in pricing configurations above Ericsson 6630 BBU. Licensed for 40MHz - CBRS, 70M (default) fibre cables and power cables</i>			
6648 Initial Configuration and Provisioning, Bringing site on air	3.5% of Each eNodeBs		\$69,296.15
6488 Remote Optimization / Site (Estimated 10hr/site)	22	\$600	\$13,200
<b>Optional items</b>			
20/BFM107220/157, Cabinet, 100 mAmp, can be utilized for any eNodeB configuration	22	\$13,250	\$291,500
Pre-stage Cabinets with all acquired gear prior to shipment	22	\$600	\$13,200
Configuration and provisioning of 6672 Router	22	\$480	\$10,560
<b>RAN Net Total</b>			<b>\$2,377,646.15</b>

CPE and Application	QTY	UNIT PRICE	Yearly Total
BEC 6900 R21 - Category 12 LTE Customer Premise Device	5000	\$295	\$1,475,000
BEC Central Application /CPE/Annual	3	\$60000	\$180,000
SIMCARD 4FF/3FF/2FF with PLM 3150100029	5000	\$3	\$15,000
Google SAS - Per connected User/Annual	3	\$135000.00	\$405,000
<b>Google and BEC Central Quarterly Total</b>			<b>\$2,075,000.00</b>

<b>Split Architecture EPC : Requires a Local Gateway (MME) and connectivity to the XtremeLTE (HSS and PCRF)</b>			
Star Solutions 10Gb Remote Gateway	3	\$41,995	\$125,985
Equipment Engineering & Configuration Fee	3	\$2,000	\$6,000
EPC Remote Installation & Integration Support, Estimated	3	\$1,500	\$4,500
<b>AC or DC Power?</b>			
<b>Fiber or Copper?</b>			
Premium Annual Maintenance Support + SW Updates, 7x24	10% of HW/SW/Yearly		\$13,648.50
<b>Total Remote Gateway plus services</b>			<b>\$150,133.50</b>

Any unauthorized use, disclosure, copying or distribution of its contents is strictly prohibited. If you have received this message in error, please notify the sender by reply email and delete (or destroy if printed) the message and any attachments.



<b>Managed Service EPC (PCRF &amp; HSS) Recurring Fees</b>						
<b>Subscribers, Tier 1 minimum 100</b>	<b>Unit</b>	<b>Qty</b>	<b>Quarterly</b>	<b>Annual Total</b>	<b>Year Qty</b>	<b>Yearly Total</b>
Tier 1 - 100	Quarterly		\$750	\$0		\$0
Tier 2 - 500 subscribers	Quarterly		\$3,000	\$0		\$0
Tier 3 - 1000 subscribers	Quarterly		\$4,500	\$0		\$0
Tier 4 - 5000 subscribers (Per 1000)	Quarterly	4	\$3,000	\$12000	3	\$36000
Tier 5 - 5000+ subscribers (Per 1000)	Quarterly		\$2,250	\$0		\$0
<b>Managed EPC Quarterly Total</b>						<b>\$36,000.00</b>
<b>On-going Support</b>	<b>Quarterly</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Per Quarter</b>	<b>Qty</b>	<b>Yearly Total</b>
<b>6488</b>						
<b>40Mhz</b>						
Software Subscription and XtremeLTE Support - 6488 3 Sector 64x64, 40Mhz	Per Configuration	22	\$1035	\$22770	3	\$68310
Ericsson ENM and Domain Proxy - 6488 3 Sector 64x64, 40Mhz	Per 10Mhz	247	\$45	\$11115	3	\$33345
<b>Ericsson ENM and Domain Proxy Total</b>						<b>\$101,655.00</b>
<b>Projet SubTotal</b>						<b>\$4,740,434.65</b>

Any unauthorized use, disclosure, copying or distribution of its contents is strictly prohibited. If you have received this message in error, please notify the sender by reply email and delete (or destroy if printed) the message and any attachments.



Signature \_\_\_\_\_

Shipping Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_



# Data Stream Broadband **LTE** Network Deployment Plan and Proposed Budget



	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>3 year TCO</u>	<u>5 year TCO</u>
<b>Ericsson</b>							
Radio, 2x2, 40W, 5MHz	\$298,746	\$602,953	\$111,670	\$111,670	\$111,670	\$1,013,369	\$1,236,709
Core	\$283,399	\$39,830	\$39,830	\$39,830	\$39,830	\$363,059	\$442,719
Network Management (hosted by 3rd party)	\$18,200	\$46,800	\$46,800	\$46,800	\$46,800	\$111,800	\$205,400
Installation	\$360,000	\$680,000	\$0	\$0	\$0	\$1,040,000	\$1,040,000
<b>TOTAL for Ericsson</b>	<b>\$960,345</b>	<b>\$1,369,583</b>	<b>\$198,300</b>	<b>\$198,300</b>	<b>\$198,300</b>	<b>\$2,528,228</b>	<b>\$2,924,828</b>
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>3 year TCO</u>	<u>5 year TCO</u>
<b>PM, Deployment, Operations and Maintenance</b>							
Management and Direction	\$44,047	\$74,880	\$37,440	\$37,440	\$37,440	\$156,367	\$231,247
PM, Design, Engineering, Troubleshooting	\$137,035	\$232,960	\$116,480	\$116,480	\$116,480	\$486,475	\$719,435
Operations	\$72,800	\$145,600	\$72,800	\$72,800	\$72,800	\$291,200	\$436,800
Installation and tech support	\$49,920	\$99,840	\$49,920	\$49,920	\$49,920	\$199,680	\$299,520
Network support, alarm monitoring	\$24,960	\$24,960	\$24,960	\$24,960	\$24,960	\$74,880	\$124,800
Warehousing and Materials	\$46,500	\$50,500	\$42,000	\$42,000	\$42,000	\$139,000	\$223,000
<b>TOTAL for PM and deployment</b>	<b>\$375,262</b>	<b>\$628,740</b>	<b>\$343,600</b>	<b>\$343,600</b>	<b>\$343,600</b>	<b>\$1,347,602</b>	<b>\$2,034,802</b>
Estimated radio site lease and utility costs	\$81,000	\$312,000	\$468,000	\$468,000	\$468,000	\$861,000	\$1,797,000
Estimated wireless backhaul costs	\$10,800	\$41,600	\$62,400	\$62,400	\$62,400	\$114,800	\$239,600
Data Center and internet access	\$18,000	\$36,000	\$36,000	\$36,000	\$36,000	\$90,000	\$162,000
<b>TOTAL Network OPEX</b>	<b>\$485,062</b>	<b>\$1,018,340</b>	<b>\$910,000</b>	<b>\$910,000</b>	<b>\$910,000</b>	<b>\$2,413,402</b>	<b>\$4,233,402</b>
	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>3 year TCO</u>	<u>5 year TCO</u>
<b>TCO ERICSSON</b>							
Total CAPEX	\$960,345	\$1,369,583	\$198,300	\$198,300	\$198,300	\$2,528,228	\$2,924,828
Total OPEX	\$485,062	\$1,018,340	\$910,000	\$910,000	\$910,000	\$2,413,402	\$4,233,402
<b>TOTAL Ericsson TCO</b>	<b>\$1,445,407</b>	<b>\$2,387,923</b>	<b>\$1,108,300</b>	<b>\$1,108,300</b>	<b>\$1,108,300</b>	<b>\$4,941,630</b>	<b>\$7,158,230</b>

# Form 477 Filing Summary

FRN:  
0019394337

Data as of:  
Dec 31, 2020

Operations:  
Non-ILEC

Submission Status:  
Revised - Submitted

Last Updated:  
Jun 7, 2021 06:49 AM

## Filer Identification

Section	Field	Response
Filer Information	Company Name	Data Stream
	Holding Company Name	Data Stream Mobile Technologies, Inc.
	Filing Type	Non-ILEC
	SAC ID	190254
	499 ID	N/A
Data Contact Information	Data Contact Name	Sean Lee
	Data Contact Phone Number	(540) 295-4290
	Data Contact E-mail	slee@dswitech.net
Emergency Operations Contact Information	Emergency Operations Name	Charles Thomas
	Emergency Operations Phone Number	(877) 303-8956
	Emergency Operations E-mail	cthomas@dsbroadband.com
Certifying Official Contact Information	Certifying Official Name	Charles E Thomas
	Certifying Official Phone Number	(878) 303-8956
	Certifying Official E-mail	cthomas@dsbroadband.com

## Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	form477_deployments_9BwR4J.csv	Sep 13, 2021 01:48 PM	245
Fixed Broadband Subscription	form477_subscriptions_5Jiy8A.csv	Sep 13, 2021 01:46 PM	96
Fixed Voice Subscription	form477_voice_SefT9c.csv	Sep 13, 2021 01:52 PM	5

## Fixed Broadband Deployment

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

State	DBA Name	Technology	Blocks
Virginia	Data Stream Broadband, Inc.	Terrestrial Fixed Wireless	245
<b>Total</b>			<b>245</b>

# Fixed Broadband Subscription

## Fixed Broadband Subscriptions by State, Technology and End User Type

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business/Govt.	Total
Virginia	Terrestrial Fixed Wireless	96	573	21	594
<b>Total</b>		<b>96</b>	<b>573</b>	<b>21</b>	<b>594</b>

## Fixed Broadband Subscriptions by Bandwidths and End User Type

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business/Govt.	Total
10.000	1.000	50	0	50
15.000	1.000	6	3	9
15.000	2.000	97	0	97
25.000	3.000	159	1	160
25.000	5.000	0	1	1
40.000	4.000	122	6	128
50.000	4.999	2	0	2
50.000	5.000	132	6	138
60.000	6.000	2	2	4
80.000	8.000	3	2	5
<b>Total</b>		<b>573</b>	<b>21</b>	<b>594</b>

## Fixed Broadband Subscriptions by Technology, Bandwidths and End User Type

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business/Govt.	Total
Terrestrial Fixed Wireless	10.000	1.000	50	0	50
	15.000	1.000	6	3	9
	15.000	2.000	97	0	97
	25.000	3.000	159	1	160
	25.000	5.000	0	1	1
	40.000	4.000	122	6	128
	50.000	4.999	2	0	2
	50.000	5.000	132	6	138
	60.000	6.000	2	2	4
	80.000	8.000	3	2	5
<b>Total</b>			<b>573</b>	<b>21</b>	<b>594</b>





# Form 477 Filing Summary

FRN:  
0019394337

Data as of:  
Dec 31, 2020

Operations:  
Non-ILEC

Submission Status:  
Revised - Submitted

Last Updated:  
Jun 7, 2021 06:49 AM

## Filer Identification

Section	Field	Response
Filer Information	Company Name	Data Stream
	Holding Company Name	Data Stream Mobile Technologies, Inc.
	Filing Type	Non-ILEC
	SAC ID	190254
	499 ID	N/A
Data Contact Information	Data Contact Name	Sean Lee
	Data Contact Phone Number	(540) 295-4290
	Data Contact E-mail	slee@dswitech.net
Emergency Operations Contact Information	Emergency Operations Name	Charles Thomas
	Emergency Operations Phone Number	(877) 303-8956
	Emergency Operations E-mail	cthomas@dsbroadband.com
Certifying Official Contact Information	Certifying Official Name	Charles E Thomas
	Certifying Official Phone Number	(878) 303-8956
	Certifying Official E-mail	cthomas@dsbroadband.com

## Data Submitted

Form Section	File Name	Date & Time	Number of Rows
Fixed Broadband Deployment	form477_deployments_NrYoZO.csv	Jun 7, 2021 06:22 AM	200
Fixed Broadband Subscription	form477_subscriptions_rHJr6V.csv	Jun 7, 2021 06:22 AM	83
Fixed Voice Subscription	form477_voice_VGN8kl.csv	Jun 7, 2021 06:22 AM	4

## Fixed Broadband Deployment

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

State	DBA Name	Technology	Blocks
Virginia	Data Stream Mobile Technologies, Inc.	Terrestrial Fixed Wireless	200
<b>Total</b>			<b>200</b>

# Fixed Broadband Subscription

## Fixed Broadband Subscriptions by State, Technology and End User Type

State	Technology	Census Tracts	Subscriptions		
			Consumer	Business/Govt.	Total
Virginia	Terrestrial Fixed Wireless	83	480	12	492
<b>Total</b>		<b>83</b>	<b>480</b>	<b>12</b>	<b>492</b>

## Fixed Broadband Subscriptions by Bandwidths and End User Type

Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business/Govt.	Total
10.000	1.000	51	0	51
15.000	1.000	0	1	1
15.000	2.000	94	0	94
25.000	3.000	135	1	136
25.000	5.000	0	1	1
40.000	4.000	99	5	104
50.000	5.000	96	3	99
60.000	6.000	2	0	2
80.000	8.000	3	1	4
<b>Total</b>		<b>480</b>	<b>12</b>	<b>492</b>

## Fixed Broadband Subscriptions by Technology, Bandwidths and End User Type

Technology	Downstream Bandwidth (in Mbps)	Upstream Bandwidth (in Mbps)	Consumer	Business/Govt.	Total
Terrestrial Fixed Wireless	10.000	1.000	51	0	51
	15.000	1.000	0	1	1
	15.000	2.000	94	0	94
	25.000	3.000	135	1	136
	25.000	5.000	0	1	1
	40.000	4.000	99	5	104
	50.000	5.000	96	3	99
	60.000	6.000	2	0	2
	80.000	8.000	3	1	4
<b>Total</b>			<b>480</b>	<b>12</b>	<b>492</b>

## Fixed Voice Subscription

### VGE Lines and VoIP Subscriptions by State and End User Type

State	Total VGE Lines	Consumer VGE Lines	Total VoIP Subscriptions	Consumer VoIP Subscriptions
Virginia	0	0	4	4
<b>Total</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>

## Fixed Voice Subscription (iVoIP)

### Over-the-Top VoIP Subscriptions by State and End User Type

State	Total	Consumer	Business/Govt.
Virginia	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

### All Other VoIP Subscriptions by State, End User Type, Bundle and Last-Mile Medium

State	Total	by End User Type		by Bundle		by Last-Mile Medium			
		Consumer	Business/Govt.	Sold w/ Internet	Sold w/o Internet	FTTP	Coax	Fixed Wireless	Copper
Virginia	4	4	0	4	0	0	0	4	0
<b>Total</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>

# County of Spotsylvania

Founded 1721



Service, Integrity, Pride

## BOARD OF SUPERVISORS

Kevin W. Marshall, Chairman  
*Berkeley District*

Barry K. Jett, Vice Chairman  
*Livingston District*

Deborah H. Frazier  
*Salem District*

Gary F. Skinner  
*Lee Hill District*

Timothy McLaughlin  
*Chancellor District*

David Ross  
*Courtland District*

Chris Yakabowski  
*Battlefield District*

Karl R. Holsten  
*County Attorney*

Susan E. Cooke  
*Deputy County Attorney*

Alexandra Spaulding  
*Senior Assistant County Attorney*

William E. Moore  
*Senior Assistant County Attorney*

Jessica M. DesNoyer  
*Assistant County Attorney*

## OFFICE OF THE COUNTY ATTORNEY SPOTSYLVANIA COUNTY

*P.O. Box 308  
9105 Courthouse Road  
Spotsylvania, Virginia 22553  
(540) 507-7020  
(540) 507-7028 (Facsimile)*

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

The Spotsylvania County Board of Supervisors meeting for September 14, 2021 has been cancelled out of necessity. Multiple members of the Board are under COVID-19 quarantine, causing us to lack a physically present quorum. Because the Commonwealth's State of Emergency declaration has expired, we are unable to hold a meeting via electronic means. I realize this situation has caused concern among staff members in regards to the resolution that was to have been considered for support of the FY 2022 VATI Grant.

I very much appreciate you and the Department of Housing and Community Development staff working with us in this very unusual occurrence.

Sincerely,

Karl R. Holsten  
County Attorney

# County of Spotsylvania

Founded 1721



*Board of Supervisors*  
DEBORAH H. FRAZIER  
BARRY K. JETT  
KEVIN W. MARSHALL  
TIMOTHY J. MCLAUGHLIN  
DAVID ROSS  
GARY F. SKINNER  
CHRIS YAKABOUSKI

*County Administrator*  
ED PETROVITCH  
*Deputy County Administrator*  
MARK L. COLE  
P.O BOX 99, SPOTSYLVANIA, VA 22553  
Voice: (540) 507-7010  
Fax: (540) 507-7019

*Service, Integrity, Pride*

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant  
Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Out of necessity, the Spotsylvania County Board of Supervisors ("the Board") meeting for September 14, 2021 has been cancelled. It was at this meeting that the Board was scheduled to adopt a resolution supporting the County's application for the FY 2022 VATI Grant; designating authorized representatives to serve as agents of the County in execution and administration of the grant; and communicating the amount of the local match associated with our application.

In the absence of a Board-adopted resolution, I submit the following:

- I am designating Assistant County Administrator, Bonnie Jewell, and Grants Manager Annette D'Alessandro as authorized organizational representatives who may act, as necessary, to submit the application materials and respond to questions pertaining to the FY 2022 VATI Grant.
- The Board's Adopted FY 2022 – FY 2026 Capital Improvement Plan includes \$5,000,000 over the five-year planning period for broadband initiatives. Accordingly, the County's local match for the FY 2022 VATI Grant project is \$5,000,000.
- The Board's next meeting is scheduled for September 28. The agenda for that meeting will again include consideration of a resolution supporting the County's application for the FY 2022 VATI Grant. While my staff and I anticipate the Board's full support of the grant, should approval of the resolution fail, we will take the necessary steps to officially withdraw our application.

Thank you to you and the Department of Housing and Community Development staff for working with us in this very unusual occurrence.

Sincerely,

Ed Petrovitch  
County Administrator

# County of Spotsylvania

Founded 1721



*Board of Supervisors*  
DEBORAH H. FRAZIER  
BARRY K. JETT  
KEVIN W. MARSHALL  
TIMOTHY J. MCLAUGHLIN  
DAVID ROSS  
GARY F. SKINNER  
CHRIS YAKABOUSKI

*County Administrator*  
ED PETROVITCH  
*Deputy County Administrator*  
MARK L. COLE  
P.O. BOX 99, SPOTSYLVANIA, VA 22553  
Voice: (540) 507-7010  
Fax: (540) 507-7019

*Service, Integrity, Pride*

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no – or significantly limited – internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

Kevin Marshall  
Berkeley District Supervisor  
Chair, Spotsylvania County Board of Supervisors

# County of Spotsylvania

Founded 1721



*Board of Supervisors*  
DEBORAH H. FRAZIER  
BARRY K. JETT  
KEVIN W. MARSHALL  
TIMOTHY J. MCLAUGHLIN  
DAVID ROSS  
GARY F. SKINNER  
CHRIS YAKABOUSKI

*County Administrator*  
ED PETROVITCH  
*Deputy County Administrator*  
MARK L. COLE  
P.O. BOX 99, SPOTSYLVANIA, VA 22553  
Voice: (540) 507-7010  
Fax: (540) 507-7019

*Service, Integrity, Pride*

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no – or significantly limited – internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

Barry Jett  
Livingston District Supervisor

County of Spotsylvania  
Founded 1721



Board of Supervisors  
DEBORAH H. FRAZIER  
BARRY K. JETT  
KEVIN W. MARSHALL  
TIMOTHY J. MCLAUGHLIN  
DAVID ROSS  
GARY F. SKINNER  
CHRIS YAKABOUSKI

County Administrator  
ED PETROVITCH  
Deputy County Administrator  
MARK L. COLE  
P.O. BOX 99, SPOTSYLVANIA, VA 22553  
Voice: (540) 507-7010  
Fax: (540) 507-7019

Service, Integrity, Pride

September 13, 2021

Famarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative  
(VAIT) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VAIT) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no – or significantly limited – internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VAIT's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

Deborah Frazier  
Salem District Supervisor



# County of Spotsylvania

Founded 1721



*Board of Supervisors*  
DEBORAH H. FRAZIER  
BARRY K. JETT  
KEVIN W. MARSHALL  
TIMOTHY J. MCLAUGHLIN  
DAVID ROSS  
GARY F. SKINNER  
CHRIS YAKABOUSKI

*County Administrator*  
ED PETROVITCH  
*Deputy County Administrator*  
MARK L. COLE  
P.O. BOX 99, SPOTSYLVANIA, VA 22553  
Voice: (540) 507-7010  
Fax: (540) 507-7019

*Service, Integrity, Pride*

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no – or significantly limited – internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

Gary Skinner  
Lee Hill District Supervisor

# County of Spotsylvania

Founded 1721



*Board of Supervisors*  
DEBORAH H. FRAZIER  
BARRY K. JETT  
KEVIN W. MARSHALL  
TIMOTHY J. MCLAUGHLIN  
DAVID ROSS  
GARY F. SKINNER  
CHRIS YAKABOUSKI

*County Administrator*  
ED PETROVITCH  
*Deputy County Administrator*  
MARK L. COLE  
P.O BOX 99, SPOTSYLVANIA, VA 22553  
Voice: (540) 507-7010  
Fax: (540) 507-7019

*Service, Integrity, Pride*

September 13, 2021

Tamarah Holmes, Ph.D.  
Director, Office of Broadband  
Virginia Department of Housing and Community Development  
600 East Main Street, Suite 300  
Richmond, VA 23219

RE: Letter of Support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) Grant Application for the Berkeley and Livingston Districts

Dear Dr. Holmes,

Please accept this letter as my strong support for Spotsylvania County's FY 2022 Virginia Telecommunication Initiative (VATI) grant application for the Berkeley and Livingston Districts. If awarded funding, the County will partner with DataStream, LLC, as the private sector broadband service provider, to deploy a 5G capable hybrid broadband system that will offer internet service to those areas that are currently unserved and underserved in the primarily rural districts of Berkeley and Livingston. DataStream will offer customers a variety of internet service packages ranging from 25/3 Mbps up to 200/20 Mbps.

If 2020 has taught us anything, it is that access to and use of high-speed internet is critical for education, employment, economic development, governmental services, entrepreneurship, tourism, telehealth services, communication, commerce, entertainment, public safety, and other essential services. While high-density population areas often have multiple internet service providers that drive competition resulting in lowered pricing and increased service delivery, rural communities are coping with no – or significantly limited – internet service options further compounding the digital divide.

Funding of Spotsylvania County's proposed project will simultaneously further VATI's goal of creating strong, competitive communities throughout the Commonwealth by preparing those communities to build, utilize, and capitalize on telecommunications infrastructure while also significantly advancing the County's goal of extending affordable broadband internet service access to every resident in Spotsylvania County. Thank you for your consideration of this request.

Sincerely,

Chris Yakabouski  
Battlefield District Supervisor

# Spotsylvania County, Virginia

## Classification Description



**Classification Title:**           **Broadband Project Manager**  
**Department:**                    Department of Information Services  
**Reports to:**                      CIO/Director of Information Services  
**Pay Grade:**                       G25  
**FLSA Status:**                   Exempt

### **JOB SUMMARY**

Under limited supervision, the position will support the expansion of broadband internet services for Spotsylvania County. Position will be responsible for providing management support to include planning, installation, configuration, operations, project management and maintenance of systems and applications. Combines hands-on skills in systems administration and strong project management skills to lead project teams from kickoff to launch for broadband solutions, both cabled and wireless. Provides long term continuity support for the County after the implementation period.

### **ESSENTIAL JOB FUNCTIONS**

- Program oversight and coordination between internal County staff and external vendors, consultants, and stakeholders for ongoing broadband projects and the coordination of those activities, and effectively communicating status.
- Create documentation to solicit stakeholder support.
- Develop a communication plan and website updates to reflect the advancement of broadband through a variety of activities.
- Cooperation with the County's Broadband, Cable and Telecommunications Commission to develop governance for all aspects of broadband related projects and activities.
- Conduct research/data collection as needed.
- Recommend options to address middle mile issues and for the advancement of wireless technologies and infrastructure.
- Provide strategic oversight for digital equity related issues including affordable broadband to low income and disadvantaged housing, telehealth, education, and employment services, and coordinating supporting initiatives across the County.
- Identify resources and present analysis of possible vendors/projects that will address broadband needs in Spotsylvania County.
- Write Requests for Proposals for the provision of wired and wireless broadband internet services.
- Draft and recommend policy changes to support implementation, maintenance, and expansion of affordable broadband services.
- Research and work with Grants Coordinator to explore and apply for broadband related grants.

- Work with franchise agreement service providers to administer and expand service agreements as needed.
- Exhibit skills in presenting meaningful data and summarizing key information to all stakeholders including Project executive level reporting.
- Schedules and leads project meetings, facilitates meetings for other departments, manages project budgets and billing, provides status updates, gathers and documents requirements from business owners, updates project lists and timelines.
- Responsible for regular written and verbal project communication, including updates to County leadership as required. Effectively leads diverse groups of stakeholders through a decision making process to reach consensus on process changes.
- Manages list of open implementation risks and issues and is responsible for developing the associated mitigation strategies.
- Develops internal project communications and manages organization change management activities.
- Interacts and communicates with various groups and individuals such as broadband service providers, coworkers, County Administration, Sheriff's Office personnel, Fire and Rescue personnel, and the general public.
- Troubleshoots system related issues and serves as the liaison with the vendor.
- Performs other related duties as required.

*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described.*

## **MINIMUM EDUCATION AND EXPERIENCE**

Bachelor's degree in Computer Science, Information Systems, Business Administration or related field; supplemented by three (3) to five (5) years of project management experience or an equivalent combination of education, training and experience that provides the required knowledge, skills and abilities. Experience deploying and maintaining a broad variety of wired and wireless broadband solutions is required for this position. A working knowledge of broadband legislation and franchise agreements, and a willingness to remain up to date on the changing landscape is required. Experience with broadband providers and equipment vendors is highly preferred.

Certification from the Project Management Institute (PMI) as either a PMP or a CAPM is preferred.

Possession of a valid driver's license from the Commonwealth of Virginia is required.

## **KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge and awareness of new products, applications, technologies, trends, and advances in the profession; reads professional manuals and publications to increase

knowledge of computer operations; participates in product training or continuing education activities; attends workshops, seminars, and training sessions as appropriate.

- Skill in leading the program management team in establishing program direction, identifying interdependencies, communicating program requirements, tracking progress, making decisions, identifying and mitigating risks and resolving conflicts and issues. Program managers work with component (project) managers and often with functional managers to gain support, resolve conflicts, and direct individual program team members by providing specific work instructions. Leadership is embedded in the program manager's job and occurs throughout the course of the program.
- Skill in employing strategic visioning and planning to align program goals and benefits with the long-term goals of the organization. Once the program goals and benefits have been defined structured plans are developed to execute the individual components. While project managers lead the work on their components it is the program manager's responsibility to ensure alignment of the individual plans with the program goals and benefits.
- Skill in demonstrating the ability to ask penetrating questions, detect unstated assumptions and resolve conflicts, as well as more general management skills.
- Ability to identify stakeholders, understand their needs and expectations develop a stakeholder engagement plan to support stakeholders, help align their expectations, and improve overall acceptance of program objectives. The program manager should recognize the dynamic human aspects of each program stakeholder's expectations and manage accordingly.
- Ability to enact a program communications management plan, address stakeholder needs and expectations, and provide key messages in a timely fashion and in a format designed specifically for the interested parties. It is important to initiate, engage and maintain stakeholder relationships to effectively manage the program and achieve desired benefits. Active stakeholder engagement helps build and maintain ongoing support for the program.
- Ability to exhibit strong communication skills to interact effectively with various stakeholders, team members, sponsors, customers, vendors, senior management, and other program stakeholders.
- Ability to recognize that risk directly impacts the likelihood of success and that this risk must be both formally and informally identified, tracked, measured and mitigated throughout the lifetime of a project.
- Ability to evaluate, audit, deduce, and/or assess data using established criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.
- Ability to apply principles of persuasion and/or influence over others in a supervisory capacity and in coordinating activities of a project, program, or designated area of responsibility.
- Ability to read a variety of informational and technical documentation, directions, instructions, and methods and procedures.
- Knowledge of modern office practices and procedures.

- Knowledge of the current literature, trends and developments in the field of electronic data processing.
- Ability to understand and follow complex oral and written instructions.
- Ability to prepare clear and concise instructions, and convey them orally and in writing.
- Ability to establish and maintain effective working relationships as necessitated by work assignments.
- Ability to compare and/or judge the readily observable, functional, structural, or compositional characteristics (whether similar to or divergent from obvious standards) of data, people or things.
- Ability to speak or signal people to convey or exchange information. Includes receiving instructions, assignments and directions from supervisors.
- Ability to read a variety of reports and manuals, correspondence, manuals, codes, guides.
- Ability to prepare a variety of forms, correspondence, purchase orders, memos, lists, brochures, manuals, etc., using proper format.
- Ability to apply principles of rational systems to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule form.
- Ability to record and deliver information, to explain procedures, to follow oral and written instructions.
- Ability to utilize mathematical formulas; to add and subtract totals; to multiply and divide; and to determine percentages and decimals.
- Ability to communicate professionally and professionally. Must be adaptable to performing under varied levels of stress.

### **PHYSICAL REQUIREMENTS**

Must be physically able to operate a variety of office machines, tools and equipment, such as a computer, printer, fax machine, copy machine, calculator, or telephone. Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (40 LBS.). Tasks may involve extended periods of time at a keyboard or work station. Requires the ability to inspect items for proper length, width, and shape, visually with job-related equipment. Requires the ability to coordinate hands and eyes in using job-related equipment. Requires the ability to handle a variety of items, job-related equipment, control knobs, switches, etc. Must have the ability to use one hand for twisting or turning motion while coordinating other hand with different activities. Must have minimal levels of eye/hand/foot coordination. May require the ability to differentiate colors and shades of color. Requires the ability to talk and/or hear (talking – expressing or exchanging ideas by means of spoken words; hearing – perceiving nature of sounds by ear).

Dates Revised:  
05.21.2021

OFFICE OF BUDGET AND GRANTS  
P.O. BOX 215  
SPOTSYLVANIA, VA 22553  
PHONE (540)507-7595  
ADALESSANDRO@SPOTSYLVANIA.VA.US

# ANNETTE B. D'ALESSANDRO

## QUALIFICATION HIGHLIGHTS

---

Over twenty-one years of experience working with various institutions to include international, federal, state, and local agencies, as well as corporations, universities, foundations, and non-profits in the application, negotiation, and administration of over \$63,541,500 in grants and sub-awards.

## PROFESSIONAL EXPERIENCE

---

### *Grants Manager*

*October 2004-Present*

### *Division of Budget and Grants for Spotsylvania County*

*Spotsylvania County, Virginia*

Locate and analyze grant funding opportunities from public, private, and non-profit sectors and disseminate to appropriate entities. Work with County Departments and Regional Agencies in preparing and submitting grant applications and in negotiating and administering subsequent awards. In the last sixteen years obtained, negotiated, and administered over \$51,066,500 in grant funds working with County Departments and Regional Agencies. Provide grant related assistance and services such as negotiating terms and conditions of awards to include scope, budget, and schedules for a variety of federal, state, corporate, and foundation programs. Assist County Departments and Regional Agencies in understanding and complying with complex federal and state regulations in administering grant awards. Review the Federal Register, Federal Acquisition Regulations, OMB-Circulars A-87, A-102, A-110, A-122, and A-133, Uniform Administration Requirements (2 C.F.R. Part 200), Request for Proposals, and other grant management material to ensure County compliance with federal and state regulations. Issue subawards and conduct subrecipient monitoring. Provide training and outreach to County staff and Regional Agencies on grant application and award administration policies, procedures, and compliance issues. Monitor and audit grant activity to ensure compliance with requirements. Identify and resolve any problem areas to include recommendations for project improvement. Act as a liaison between departments, agencies, and outside organizations during the creation of grant initiatives to facilitate partnerships and collaborative working agreements. Coordinate and supervise the auditing, monitoring and scheduling of grant reports of various departments. Analyze and compile statistical information to prepare applications and reports. Present information to the County Administrator and Board of Supervisors when required. Participate in preparation of the County budget and annual audit relative to grant revenues, anticipated expenditures, and compliance issues. Supervise the Grants Assistant.

### *Research Grant Administrator*

*April 2002-August 2003*

### *Research Department at the Alaska SeaLife Center*

*Seward, Alaska*

Located, analyzed and assisted Research Program Managers in submitting grant proposals to foundations, corporations, federal and state agencies. Reviewed the Federal Register, Federal Acquisition Regulations, OMB-Circulars A-21, A-110, A-122, and A-133, Request for Proposals, and other grant management material to ensure compliance with grantor regulations. Prepared budgets for research projects totaling over \$6.2



million annually. Made budget adjustments as needed. Issued Requests for Proposals and assisted in negotiating and drafting of resultant subawards to international and national colleges and universities. Established and maintained reporting schedules and renewals for grants, subawards and research projects. Projected quarterly cash flow and costs. Monitored research spending levels to aid in meeting expenditure expectations. Oversaw reconciliation of accounting reports to verify accuracy. Monitored sub-award contracts and processed resultant reimbursement and close out requests. Submitted quarterly programmatic and financial reports. Developed and implemented method to obtain, catalog, and store publications from research projects and technical reports issued by the Research Department. Assisted in the development and implementation of processes and procedures for project management including support information and orientation for principle investigators, fee schedules, logistical review and IACUC (Institutional Animal Care and Use Committee) requirements. Supervised an Administrative Assistant. Assisted in organizing meetings and workshops. Arranged complex international research travel arrangements. Assisted in obtaining necessary permits for research personnel. Assisted in the preparation and processing of purchase orders, travel authorizations, expense reports and other Center and University of Alaska forms. Able to plan, organize, evaluate and maintain confidentiality of executive level administrative tasks.

*Volunteer and Intern Coordinator*

*February 2000-April 2002*

*Education Department at the Alaska SeaLife Center*

*Seward, Alaska*

Responsible for coordinating the volunteer and intern program in a marine research, rehabilitation and public education facility. Assisted in budget preparation and tracking. Responsible for advertising, interviewing, selecting, training, scheduling, motivating, counseling and evaluating the interns and volunteers accepted into the program. Developed job descriptions and Volunteer and Intern Handbook. Arranged lodging for the interns. Assisted foreign students with Department of State immigration requirements. Created and maintained the volunteer and intern database. Arranged work service programs to comply with co-operative agreements for accredited institutions. Developed and maintained an outreach program for volunteers and interns to keep them abreast of activities, programs, and research conducted at the Center. Organized and oversaw volunteer and intern appreciation functions. Worked closely with research, rehabilitation and husbandry personnel in accessing volunteer needs. Provided interpretative services to the public regarding the Alaska ecosystem, natural history, marine research and rehabilitation of marine animals. Wrote and received a \$75,000 grant from the William Randolph Hearst Foundation to support the intern program. Supervised approximately 75 interns on an annual basis.

*Various - Loan Auditor, Teller, and Customer Service Representative II*  
*Merchants Bank*

*Summer 1990 - Winter 1997*  
*Augsburg, Germany*

Initially hired as a temporary loan auditor for the Southern District. Upon project completion, was hired and promoted to a permanent level II teller and customer service representative providing a variety of banking services to military and civilian personnel stationed in Augsburg, Germany.

---

## EDUCATION

*Bachelor of Arts in Economics*

*Pennsylvania State University*

*University Park, Pa.*

---

## ACHIEVEMENTS

*Selected as General Government Employee of the Year for Spotsylvania County in 2009*

*Selected as General Government Employee of the Quarter for Spotsylvania County in 2009, 2010, and 2017*

*Wrote and Managed the Initial Grant Awards for the Creation of the Safe Harbor Child Advocacy Center*