

RFQ 48-02-06
REQUEST FOR QUALIFICATIONS
KING GEORGE COUNTY, VIRGINIA
WIRELESS BROADBAND NETWORK AND OTHER SERVICES

SECTION 1

INTRODUCTION

This Request for Qualifications (RFQ) and the resulting contract shall be consistent with and governed by the King George County Purchasing Regulations and has been prepared in accordance with the Virginia Public Procurement Act.

This section of the RFQ sets forth general information to all potential contractors to assist in the preparation of a submittal for the services identified in this RFQ. The requirements for the submission are addressed in Section II of this RFQ and the County's process for selecting the best submittal and developing the subsequent contract are summarized in Section III. The requirements and process set forth therein shall be binding on all Contractors.

I.1 Purpose of the Request

The King George County Wireless Authority, a political subdivision of the Commonwealth of Virginia and a body politic and hereinafter the "Authority", is interested in creating a Countywide network that will make it possible for residents, businesses, King George County Government, and other public and private organizations to take advantage of existing and new wireless broadband technologies.

King George County has been designated by the United States Census Bureau as the ninth (9th) fastest growing county in the nation for the period July 1, 2004, through July 1, 2005. Further, King George County is located in the fourth (4th) largest and fastest growing metropolitan region in the Commonwealth of Virginia. Because of this growth and the location of the technical research and design community associated with the Naval Surface Warfare Center Dahlgren Division, King George County offers an unparalleled opportunity to successfully deploy a commercial wireless broadband system in a vibrant and receptive market.

The following are the objectives of the project:

- To provide seamless and reliable wireless broadband access to the Internet for residents and businesses throughout King George County.
- To create and sustain a public/private business model to provide an affordable "fee-based" wireless broadband network.
- To support economic development, particularly the recruitment and retention of businesses that rely on broadband connectivity to the Internet.
- To develop and introduce wireless broadband technology to King George County government operations in order to increase productivity and enhance the quality of service delivery.
- To establish a wireless broadband network that serves King George County without being burden on its taxpayers.

I.2 Scope of Work

The Authority is seeking submittals from qualified companies, hereinafter referred to as the "Contractor", to design, implement, operate, and maintain a "fee for service" wireless broadband network for King George County residents, businesses and other public or private organizations

that desire such service. The Contractor should have demonstrated experience in rural scale wireless broad band networks, particularly with designing, implementing, operating, and maintaining such networks.

The Contractor would be operating as a Wireless Internet Service Provider (WISP) in King George County and shall be responsible for designing, implementing, and operating the wireless broadband network as well as marketing, sales, customer account billing and collections, customer service, and all other tasks related to the operating of a fee-based WISP.

The Authority is prepared to utilize its full powers granted under the Virginia Wireless Service Authorities Act (§15.2-5431.1 of the Code of Virginia) to assist the Contractor with designing, implementing, operating, maintaining, and financing a “fee for service” wireless broadband network.

To facilitate the deployment of a wireless broadband network in the County, the Authority will permit or take the necessary actions to secure access by the Contractor to available and suitable assets which are under the ownership or control of King George County. The Authority in appropriate situations may assist in the acquisitions of other assets to facilitate the deployment of the wireless broadband network. These assets include existing communications towers/antennas, water storage tanks, property, buildings, or other suitable and appropriate locations or structures. The Contractor once granted access to these locations or structures will install, operate, and maintain transmitting, receiving, and other related equipment for the wireless broadband network.

The Authority will consider submittals that use a public/private partnership, or other similar arrangement, to accomplish this project provided that all such arrangements shall be in compliance with applicable Federal, State, and County laws and regulations. The successful Contractor will be expected to partner with the Authority on all phases of the project.

If a contractor intends to have services provided by subcontractors, it will be mandatory for the successful contractor to act as the prime contractor for all services delivered as specified in the RFQ. The contractor shall be considered the sole point of contact with regards to contractual stipulations.

I.3 Qualification Requirements

Qualification requirements for the project(s) shall include, but not be limited to, the following:

1. Registered and licensed by the Commonwealth of Virginia to design, construct, provide, and maintain a wireless broadband network as may be applicable.
2. Thorough and successful experience conducting business as a Wireless Internet Service Provider (WISP).
3. Thorough and extensive experience with wireless broadband networks to include capital projects, operations, engineering, system maintenance, marketing, accounts receivable and payable, financing, local, state and Federal permitting, programming, site planning, design and construction management.
4. Through and extensive experience in analyzing local government operations and facilities for the application of wireless broadband technology.
5. Familiarity with local, state and federal standards, and regulations applicable to this project(s).
6. Available resources to perform the work expeditiously within the established budget.

I.4 Statement of Qualifications Submittal Contents

Interested Contractors shall submit ten (10) copies of its submittal. The format and submittal requirements shall be as outlined in Section II.7 of this RFQ.

A letter from each proposed sub-contractor committing to work on the project team shall also be tendered with the submittal. At a minimum the letter should state the experience of sub-contractor and the individuals working on this project. In addition, what responsibility will the subcontractor have on this project.

All submittals shall be signed with the Contractor's name and by a responsible and authorized officer or employee.

I.5 Project Schedule

Each Contractor shall include a proposed project schedule with the submittal. Any deviations from the preliminary project schedule included with this RFQ shall be explained in the Contractor's proposed schedule.

I.6 Questions Regarding this RFQ

Contractors shall address all inquiries and questions concerning this RFQ to:

King George County Wireless Authority
c/o Mr. K.C. McCullough, Purchasing Manager
King George County
10459 Courthouse Dr., Suite 201
King George, VA 22485
(540) 775-1657
(540) 775-7692 (fax)
kmccullough@co.kinggeorge.state.va.us

The Contractor will be required to submit any and all question(s) in writing. Written responses, including the questions, will be provided to all Contractors.

I.7 Decision Not To Respond

Some recipients of this RFQ may elect not to respond with a submittal for a variety of reasons. The County is very interested in learning whether issues with the solicitation process have discouraged responses, or whether there are other reasons.

Accordingly, if your firm elects not to submit a submittal, we ask that you return the RFQ package with a statement as to why you are unable or unwilling to respond.

I.8 Award of Contract

The Authority reserves the right to reject any and all submittals, to waive any and all informalities and to negotiate contract terms with the successful Contractor, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals according to law. Also, the Authority reserves the right to reject the submittal of any Contractor if the Authority believes that would not be in its best interest to make an award to that Contractor, whether because the submittal is non-responsive or the Contractor is unqualified, or of doubtful financial ability, or fails to meet any other standard or criteria established by the Authority.

I.9 Termination for Convenience

Authority shall have the right to terminate at Authority's convenience, with or without cause, any contract resulting from this RFQ by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to compensation pursuant to the contract for any completed, authorized, satisfactory work and/or any items/material accepted by Authority.

SECTION II

SUBMITTAL REQUIREMENTS

All information requested and the requirements of this RFQ must be supplied in writing in order for the Authority to consider the submittal complete.

II.1 Effect of Submission

The submittal shall constitute an agreement to include the provisions contained in this RFQ and/or in the Contractor's submittal in any contract negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the submittal labeled "Clarifications and Exceptions".

By tendering a submittal, the Contractor also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for or have the right to cancellation of or relief from the contract because of any misunderstanding or lack of information.

II.2 Due Date and Copies Returned

Responses are due no later than February 2, 2007, at 2:00 P.M. local time. The Authority shall not accept submittals after that date and time. Submittals received in the Purchasing Office after the date and time prescribed shall not be considered for evaluation and shall be returned unopened to the Contractor.

All Contractors are to submit **ten (10) copies** of their submittal.

Contractors should deliver the sealed submittal to:

King George County Wireless Authority
c/o King George County
Attn: Mr. K.C. McCullough, Purchasing Manager
10459 Courthouse Dr, Suite 201
King George, VA 22485

II.3 Conflicts of Interest

This solicitation is subject to the provisions of Virginia Code Sections 2.2-3100 -et seq., "the Virginia Conflicts of Interest Act".

II.4 Collusion

All submittals shall be made without a prior understanding, contract, or connection with any corporation, partnership, firm, or person tendering a submittal for the same requirements. Collusive bidding is a violation of Federal Law and can result in fines, prison sentences, and civil damage awards.

II.5 Ownership

The Authority requires all Contractors tendering submittals to indicate their form of organization and current principal place of business.

II.6 Confidentiality

The Authority shall not discuss or disclose submittals with competing Contractors during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law (i.e. Virginia’s Procurement Act). Proprietary information that is submitted must be identified as such at the time of submission, and if so identified shall not be disclosed to the public or competing Contractors at any point in time.

No responsibility shall be attached to the Purchasing Manager or purchasing representatives for the premature opening or disclosure of a submittal not properly addressed and identified.

II.7 Submittal Format Instructions

The Authority will follow the evaluation process and selection criteria described in Section III of this RFQ. In order to provide each Contractor an equal opportunity for consideration, adherence to a standardized format for the submittal is required. The format of each submittal must contain the following elements organized into separate chapters and sections, as the Contractor may deem appropriate.

The Authority is not responsible for failure to locate, consider and evaluate qualification factors presented outside of this format. The following outlines the information that each Contractor will include in the submittal.

Submittal Narrative

To facilitate the analysis of responses to this RFQ, the Contractor is required to prepare concise, straightforward responses which address the following topic areas and questions. The responses to these topic areas and questions are considered to be minimum requirements and any additional supporting information may be included. However, attention should be made to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and labeled clearly. The response should be organized as follows:

Section	Title
1	Executive Summary
2	Business Model
3	Technical Approach
4	Coverage and Implementation Plan
5	Pilot Program
6	Contractor and Project Team Qualifications And Experience

Instructions relative to each part of the response to this RFQ are defined in the remainder of this section.

1. Executive Summary (Section 1)

This part of the response to the RFQ should be limited to a brief narrative not to exceed two (2) pages. The summary should contain as little technical jargon as possible, and should be oriented toward non-technical readers.

2. Business Model (Section 2)

The objectives of the project are outlined above. There are many similar initiatives being undertaken by other local governments in the Commonwealth of Virginia and throughout the nation; however, the business model for vendor cost recovery tends to vary across these other initiatives. This project has been developed with the expectation that the implementation and ongoing costs of the broadband wireless network will not be funded using King George County financial resources. It is not the intent of the Authority to own or operate the wireless broadband network. In this section, please provide a narrative on the business model believed to provide the greatest long-term success for this type of project. This narrative may include any other information to support the responses the questions listed below:

- a. Given that an objective of the project is to provide wireless broadband Internet access for residents and businesses throughout the County, please identify your strategy to accomplish this objective using a “fee-based” service.
- b. How does this type of arrangement fit with your current business model?
- c. Would your proposed business model have the ability to serve the diverse service demands of the different geographic areas in the County?
- d. How do the Authority’s powers under the Virginia Wireless Service Authorities Act. (§15.2-5431.1 of the Code of Virginia) assist with designing, implementing, operating, maintaining, and financing a “fee for service” wireless broadband network in the County?
- e. Articulate how you would expect your business model to recoup the costs associated with the roll-out of the project and provide for its long-term viability.
- f. What would the anticipated fee structure be for the service to include charges for installation, equipment, and monthly access?
- g. How do you anticipate the capital planning, design, and acquisition process to be implemented for the project?
- h. Describe how customer support would be provided. Describe how you would encourage or deliver hardware/software required for customers to use the wireless network.

- i. Describe how you would assess the level of demand and profitability for each level of service offered.
- j. If the submittal includes the collaboration of other partners in ownership or operation of the network, describe how this group would be structured and how the group would maintain their respective interests as technology changes.

3. Technical Approach (Section 3)

The Authority has clear objectives for the project, but will rely on the Contractor to plan, design and construct the wireless broadband network. In this section, please provide without divulging proprietary information, the preferred technical approach to the project as outlined in the following areas:

- a. Describe the type of technology that would be used for the wireless broadband network and a conceptual, diagrammatic design of the network.
- b. The wireless broadband network must be provided for “consumer-based” technologies with appropriate technical capabilities. Describe how the customer would access and use the network.
- c. Describe how the wireless broadband network would be configured and deployed for residential, business, and governmental customers.
- d. What is the maximum and minimum download speeds expected for customers?
- e. Does the wireless broadband network have outdoor capability?
- f. What provisions would be used to provide network security and integrity?

4. Coverage and Implementation Plan (Section 4)

King George County covers a diverse geographic area that is in varying degrees of development. The land uses located throughout the County include residential, commercial, industrial, institutional, agricultural, and forestal. A key element of the project is the assurance that wireless broadband Internet access is provided to the entire County. In this section, please describe how the project would be implemented across the County. This narrative should include brief recap of key technology identified in the previous section and information on implementation of the project. Questions to consider in response are:

- a. Do different landscapes or development patterns have unique network or technological needs or challenges? If so, describe the needs and challenges and how each would be addressed.
- b. Would the County be segmented into different service areas? How and when would those service areas be created and made operational?
- c. What other unique considerations must be addressed to have wireless broadband service deployed throughout the County?

- d. What would be an ideal timeline be for development of the overall project?
- e. What would be the role of the Authority during implementation of the project?

5. Pilot Project (Section 5)

The Authority anticipates the project to be developed over time. A pilot project is expected to provide initial service to an area of the County that would typify its various geographic areas. The pilot project would be started after a contract has been entered into between the Authority and the Contractor. The pilot project is considered to be an important element of ensuring a successful county-wide project. In this section, please describe how the pilot project would be implemented. Questions to consider in response are:

- a. What area of the County appears to be best suited for the pilot project?
- b. What are the objectives to be accomplished with the pilot project?
- c. How long should the pilot project last?
- d. During the pilot project, how do you propose to market and attract residential and business customers?

6. Contractor and Project Team Qualifications and Experience (Section 6)

The purpose of this section is to provide the Authority with an overview of the Contractor's firm and also demonstrate the qualifications of the staff the Contractor will assign to this project if selected. At a minimum, the submittal should:

- Designate a Project Manager and indicate office location.
- Include the organization chart, functional discipline, and responsibilities of project team members.
- Provide a concise resume or description of each team member's education, relevant professional experience, length of time employed by the Contractor and/or sub-contractor, and professional license.
- Discuss the experience of the firm in completing similar projects on schedule and within established budgets.
- Discuss the history of the proposed team's prior experience working together on previous similar projects.

The personnel named in the submittal shall remain assigned to the project throughout the period of the contract. No replacement may be made without submission of a resume of the proposed replacement and prior written approval by the Authority.

The Contractor shall clearly state whether it is proposing to subcontract any of the work herein. The names of the sub-contractors shall be provided and by proposing such firm(s) or individuals, the Contractor assumes full liability for the sub-

contractor's performance. The Contractor shall state the amount of previous work experience with the sub-contractor(s).

a. Contractor's Project and Management Approach:

The Contractor shall demonstrate approach to the project and its understanding of the work to be performed. The Contractor shall also demonstrate how the necessary resources will be allocated and managed to complete the work within the agreed upon schedule. The Contractor may also discuss potential design and/or construction alternatives applicable to the project.

b. Representative Projects:

The Contractor's submittal shall list and describe representative projects. Project descriptions shall include Contractor's experience in local government facilities. Describe the local office experience including the project name and location, brief description of the project, description of the scope of services provided, change order history, and principal contact person.

c. The Contractor shall demonstrated its capacity to effectively control project costs and accomplish work expeditiously and to provide services that are responsive to the client's needs, particularly in relation to quality assurance and interdisciplinary coordination:

- Describe the Contractor's cost control methodology
- Describe the approach for reducing project costs
- Describe detailed information regarding change orders on recent projects
- Describe the documentation, tracking and reporting system
- Describe the program for quality control.

d. Proposed project schedule.

e. References:

Provide the current name, address, and telephone number of at least three (3) references the Contractor has served either currently or in the past three (3) years; preferably those where one or more of the project team members provided the same or similar services as requested herein. Indicate the Scope of Services provided to each reference.

II.8 Non-Discrimination against Faith Base Organizations or Otherwise

The Authority does not discriminate against faith-based organizations or any other persons or organizations in procuring supplies or services, for any purpose prohibited by law.

SECTION III

SELECTION OF CONTRACTOR

This section of the RFQ outlines the Authority's process for selecting the best submittal plus the major elements of the subsequent contract resulting from this selection.

III.1 Approving Authority

The approving authority for this RFQ is the King George County Wireless Authority.

III.2 Interview

Following evaluation of the submittals by the Selection Committee based on the criteria listed in Section II of this RFQ, the Selection Committee may interview those Contractors deemed fully qualified, responsible and responsive.

Interviews will be conducted in a County location selected by the Authority as provided by law.

Presentations by the selected Contractors during the interviews shall not exceed forty-five (45) minutes in length, followed by a question/answer period not to exceed thirty (30) minutes in length. The selected Contractors may use any presentation method deemed by the Contractor to be most effective.

III.3 Selection Committee

The Authority will appoint a Selection Committee to review and evaluate all submittals received. In turn, the Selection Committee will make its recommendation for selection of a Contractor to the King George County Wireless Authority.

III.4 Basis for Award

The Selection Committee will base its recommendation on the "Evaluation Criteria" set forth in this RFQ. Based on the results by the preliminary evaluation, the highest rated Contractors will be invited by the King George County Purchasing Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Contractor.

In addition, the highest rated Contractors may be asked to submit a cost proposal. The cost proposal shall be for the total cost of the project. Total cost will include but not limited to installation, annual maintenance, and hourly rate for all personnel. The stipulations and requirements of submitting a cost proposal will be given to the highest rated contractors.

The Award will be made to the responsible Contractor whose submittal, interview, cost proposal, and resulting contract conforms to this solicitation and is most advantageous to the Authority, price and other factors considered.

III.5 Evaluation Criteria

The Committee will evaluate the RFQ submittals based on the following criteria:

Evaluation Criteria

Executive Summary

Business Model

Technical Approach

Coverage and Implementation Plan

Pilot Project

Contractor and Project Team Qualifications and Experience

The King George County Purchasing Manager may arrange for a discussion with Contractors tendering submittals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Contractor to perform the work. The Selection Committee and/or its representative(s) reserve the right to inspect the Contractor's physical premise prior to making a final selection.

III.6 Ownership of Documents

The Contractor shall provide the Authority's with original documents, bound and suitable for distribution. In addition, all electronic copies of documents shall be provided in a format compatible with the Authority's word processing and AutoCAD hardware and software. All documents, including computer disks shall become the property of the Authority upon final payment of all fees to the Contractor as set forth in the contract.

III.7 Prime Contractor

The selected Contractor will be required to assume full responsibility for the complete effort as required by this RFQ whether work is performed by the Contractor or sub-contractors. The selected Contractor is to be the sole point of contact with regard to all contractual responsibilities.

III.8 Contract Development

Once a Contractor is tentatively selected based on the "Evaluation Criteria" stated in section III.5, the Authority reserves the right to negotiate further with the selected Contractor. As a result of this contract discussion and negotiation, the Authority may propose a contract that amends the scope of the RFQ or the Contractor's submittal prior to signing the contract. At the same time, this RFQ and the Contractor's submittal may be incorporated by reference directly into the final contract.

The contract, this RFQ, the Contractor's submittal, and the Contractor's Cost Proposal submission in response thereto shall constitute the whole contract between the parties.

III.9 Standard Contract for Services

Absent legal requirements the award will be governed by the “Standard Services Contract” for this project.

Specific obligations of each party will be specified in the final signed contract. The total cost of the project based on the scope of work will be stated in the final contract.

III.10 Purchase Order

A purchase order may or may not be enclosed with the resulting contract or may or may not be issued shortly thereafter. If issued the purchase order will form an integral part of the resulting contract. The purchase order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals.

However, the purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto.

III.11 Acceptance, Invoicing, and Payment

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products or service is approved as acceptable by the Authority.

The Contractor shall submit invoices listing the services performed and completed to the Authority. The invoice should cite the purchase order and contract number, shall include a basis for the invoiced amount, and shall include a status report for the project.

The Authority will make payment to the Contractor, net forty-five (45) days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services.

III.12 Insurance

The successful Contractor shall comply with the Insurance Requirements set forth in the following numbered paragraphs. The Contractor’s submittal shall clearly describe any desired exceptions to the insurance coverage.

1. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.
2. The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following :

- a. Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. General Liability insurance in the amount prescribed by the Authority, to protect the Contractor, its subcontractors, and agents of any kind, and the interest of the Authority, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of \$1,000,000.00 is also required.
 - c. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.
3. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 4. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Manager before a contract is executed and any work is started.
 5. The Contractor will secure and maintain all insurance policies of its subcontractors that shall be made available to the Authority on demand.
 6. The Contractor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by the Authority. These certified copies will be sent to the Authority from the Contractor's insurance agent or representative.
 7. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the County Purchasing Manager.

8. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the Authority shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Authority for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
9. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.
10. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the Authority from supervising and/or inspecting the project as the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
11. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the Authority. The Contractor shall be as fully responsible to the Authority for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.
12. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
13. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
14. King George County shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

III.13 Force Majeure

Neither the AUTHORITY nor the CONTRACTOR shall be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

III.14 Nondiscrimination

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.
5. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
6. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor or vendor.
7. In accordance with King George County School Board Policy, The contractor shall not knowingly send any employee or agent who is a registered sex offender to any school building or school property. Quarterly, the contractor shall check the registry to determine if the employee is registered. The contractor shall include this provision in any second or third tier sub contract.

No firearms or weapons are permitted within 500 feet of school grounds.

All King George County Schools and grounds are Alcohol and Drug Free Zones. No illegal drugs, alcohol, or tobacco are permitted within 500 feet of school grounds.