

# 2025



Peninsula  
Agency on Aging

## REQUEST FOR PROPOSAL

This Request for Proposal (RFP) invites qualified vendors to provide dedicated fiber Internet access services to our organization's two office locations. The goal is to secure a scalable, reliable, and high-performance Internet solution—with options for both symmetrical and asymmetrical bandwidth tiers that meet the agency's operational requirements and supports critical communications. Vendors may also propose bundled Internet and VoIP services to deliver an integrated connectivity platform.

**RFP Number:** ISP 25-0808

**RFP Issue Date:** August 8, 2025

**RFP Closing Date:** September 5, 2025

## 1. Introduction and Background

The Peninsula Agency on Aging (PAA), established in 1974, provides programs in cooperation with other community agencies in Hampton, Newport News, Williamsburg, Poquoson, and James City and York counties to assist older Virginians in independent and productive living. PAA is committed to advocating for policies and resources to enhance the quality of life for seniors and family caregivers.

PAA is governed by a thirteen-member Board of Directors, the majority of whom are appointed by the governing bodies of Peninsula jurisdictions. The Board sets policy and provides oversight for staff. The Board of Directors is assisted by an Advisory Council, which represents the interests of consumers and service providers.

PAA is an IRS 501c3 organization, exempt from federal income tax and from state excise taxes. Offeror shall not include such taxes in any invoices under the resulting contract. Upon request, the agency will furnish the offeror with tax exemption certificates.

## 2. Purpose

The purpose of this RFP is to solicit proposals from qualified Internet Service Providers to deliver dedicated fiber Internet circuits. Vendors may also propose bundled services combining Internet access with cloud-hosted VoIP solutions that meet the requirements outlined in PAA's separate VoIP Service RFP.

## 3. Agency Contact Information

### **Peninsula Agency on Aging**

#### **Jonathan Alvarado Rubio**

739 Thimble Shoals Blvd, Ste 1006

Newport News, VA 23606

Phone: (757) 873-0541

Fax: (757) 873-1437

E-mail: [jonathan.alvaradorubio@paainc.org](mailto:jonathan.alvaradorubio@paainc.org) (Preferred method)

#### **Alternate Contact:**

Tiffany Speas, CFO

[cfo@paainc.org](mailto:cfo@paainc.org)

Direct contact with agency staff, representatives, and/or agents other than the contact listed above about this RFP or any subject related to this RFP is expressly prohibited except with the prior knowledge and permission of the identified Agency Contact.

#### 4. Response Deadline

All inquiries for information and requests for copies of the RFP should be directed to the agency contact identified in item 3.

**Deadline for inquiries:** August 22, 2025

**Deadline for proposal submission:** September 5, 2025

Proposals must be emailed to [jonathan.alvaradorubio@paainc.org](mailto:jonathan.alvaradorubio@paainc.org) with a copy to [cfo@paainc.org](mailto:cfo@paainc.org) in a portable document format (.pdf).

Peninsula Agency on Aging reserves the right to accept or reject any or all proposals, to waive informalities, to request additional information, and to reissue the Request for Proposal as needed. Submission of a proposal does not guarantee an award, and PAA is not obligated to proceed with any proposal unless it determines doing so is in its best interest.

#### 5. Independence

To ensure fair competition, the professional or firm must not have any real or perceived conflict of interest with Peninsula Agency on Aging.

#### 6. Performance Specifications

##### **Bandwidth Options**

Vendors encouraged to propose all available configurations

*Newport News Office:*

- Minimum 300Mbps
- Symmetrical circuit preferred

*Williamsburg Office:*

- Minimum 100Mbps
- Symmetrical circuit preferred

##### **Service Level Agreement (SLA)**

- Monthly uptime guarantee:  $\geq 99.9\%$
- Latency:  $\leq 25$  ms to major U.S. Internet Exchange Points
- Packet loss:  $\leq 1\%$
- Mean Time to Repair (MTTR):  $\leq 4$  hours
- Proactive outage notifications and incident tracking

##### **Installation & Turn-up**

- Installation completed within 60 days of contract execution
- Provider responsible for all last-mile connectivity, testing, and demarc handoff

##### **Technical Requirements**

- Dedicated, non-contended Internet access (Preferred)

- Ethernet or fiber handoff
- IPv4 public address space (minimum /30 allocation)
- 24/7 monitoring and support
- Customer portal with usage reporting and ticket management

#### **Support & Administration**

- Dedicated account manager
- 24/7 technical support via phone, email, and portal
- Defined escalation procedures

#### **Bundled Service Option**

Offerors may include proposals for bundled Internet + VoIP services if such bundles:

- Meet all specifications in this RFP and the VoIP Service RFP
- Provide integrated billing and support
- Offer cost efficiencies or service improvements

If proposing bundled services, clearly separate pricing, specifications, and SLAs for each component.

### **7. Response to RFP**

The response to the RFP shall include:

- Company overview and relevant experience
- Description of proposed services, including technical specifications
- Details on all symmetrical and asymmetrical bandwidth options
- SLA terms, including remedies or credits for non-performance
- Implementation schedule and project management approach
- Pricing schedule (one-time and recurring), including:
  - Standalone Internet pricing
  - Bundled Internet + VoIP pricing (if applicable)
- Sample contract terms and conditions
- Compliance documentation and certifications

## **8. Selection Criteria**

Final selection of the vendor will be based on the criteria outlined in the scoresheet below in Attachment 1.

## **9. Expenses**

The offeror shall bear all expenses incurred in responding to this RFP.

## **10. Bid Process**

PAA believes in the highest ethical standards in business. We promise to deal fairly and openly with all prospective Auditors. We believe that a marketplace that is fair and up-front is in everyone's best interest. We assure you that the information we provide is accurate to the best of our knowledge.

We guarantee that any proposal submitted will remain confidential and will only be provided to those internal parties with a need to know. We will never reveal or share any competitive information you provide.

PAA may send RFP packages to preselected vendors and will advertise for prospective vendors. Preselected vendors are chosen based on recommendations from respected business associations and partnerships.

We understand and respect that after reviewing the RFP, the vendor may wish to decline the offer to submit a proposal. We ask that any Vendor wishing to decline the offer send a letter indicating their wishes using the contact information provided in #3.

During the proposal process we invite Offerors to address any concerns, issues, or problems as soon as possible. Please clarify any misunderstandings prior to submitting the proposal to PAA.

A response to this RFP does not constitute a contract of any kind with any Offeror. PAA reserves the right to refuse and/or decline any proposal. PAA also reserves the right to choose the proposal deemed most appropriate to meet the agency's needs.

## ATTACHMENTS & SUPPLEMENTAL INFORMATION

1. Proposal Score Sheet
  - a. Outlines how the proposal will be scored.
2. Contractor Assurances
  - a. Upon “Notice of Intent to Award” the selected contractor must certify all assurances in this section on the provided form.



## Attachment 2. Contract Assurances

- 1. Equal Employment Opportunity (2024 Area Plan):** Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” (Updated May 2025)
- 2. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c):** All contracts and sub-grants in excess of \$2,000 for construction or repair awarded by PAA and its sub-recipients shall contain a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.” This Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. PAA will report all suspected or reported violations to the Federal awarding agency.
- 3. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Subrecipients must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Subrecipients must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Subrecipients and Subrecipients on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Subrecipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 5. Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding 39 of 64 the substitution of parties, assignment or performance

of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (Added May 2025)

6. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Subrecipients that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.
8. **Debarment and Suspension (E.O.s 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. **Remedies:** All contracts in excess of the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (\$150,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.
10. **Prohibition on certain telecommunications and video surveillance equipment or services (§ 200.216).** Recipients and subrecipients are prohibited from using loan or grant funds to procure, obtain, or contract for covered telecommunications equipment or services. Covered equipment includes products from Huawei, ZTE, Hytera, Hikvision, Dahua, or entities connected to a covered foreign government. The prohibition extends to systems that rely on such equipment as a critical component. Agencies must prioritize funding and support to help affected entities transition to compliant alternatives while maintaining service continuity. By accepting a loan or grant, recipients certify compliance with these restrictions.
11. **Procurement of recovered materials (§200.323).** State agencies, political subdivisions, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, requiring the procurement of EPA-designated items with the highest practicable percentage of recovered materials when purchases exceed \$10,000. They must also procure solid waste management services that maximize energy and resource recovery and establish a procurement program for recovered materials. Recipients should prioritize sustainable products and services, including those that are reusable, recyclable, biobased, or energy and water efficient. This may involve purchasing compostable items and reducing single-use plastics, in alignment with Executive Order 14057.
12. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

13. **Right to Audit Clause.** Peninsula Agency on Aging requires a “Right to Audit” clause in all contracts between the Organizations and vendors that either: Take any form of temporary possession of assets directed for the Organization, or Process data that will be used in any financial function of the Organization.

This Right to Audit clause shall permit access to and review of all documentation and processes relating to the vendor’s operations that apply to PAA, as well as all documents maintained or processed on behalf of PAA, for a period of three years. The clause shall state that such audit procedures may be performed by Peninsula Agency on Aging employees or any outside auditor or contractor designated by the Organization.

14. **Non-Discrimination Policy:** All vendors/contractors who are the recipients of agency funds, or who propose to perform any work or furnish any goods under agreements with Peninsula Agency on Aging, shall agree to these important principles:
- a. Vendors/contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/contractors.
  - b. Vendors/contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisement and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.
15. **Domestic Preferences for Procurements (§200.322):** The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- a. For purposes of this section:
    - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
    - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
  - b. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.