



Request for Proposal # 2017-01 Tower Management Services For Surry County Public Safety Tower

INTRODUCTION

Surry County is seeking qualified companies to submit proposals to provide tower management services for the County's 345 foot guyed tower located in the Surry West Business Park on Commerce Drive. Construction of this tower was completed in 2016 and there are no antennas or equipment on the tower at this time. The fenced tower compound includes a shelter, power meter base and generator. A drop connection to the Surry County fiber network has been placed inside the shelter but is not connected to any equipment at this time. The tower lighting system is operational and monitored from within the Surry County Government Center by the County's network director.

Surry County Public Safety intends to move their existing equipment from a leased tower to the new County tower within the next four to six months. Additionally, a broadband provider has submitted their intent to attach broadband equipment on the tower to provide local and longer distance Internet services. That provider is currently performing due diligence testing and anticipates equipment placement to occur within the next few months.

The tower was engineered to accommodate the Public Safety equipment move as well as a few potential future attachments such as those proposed by the broadband provider noted above. No tower modifications are required to accommodate the attachments proposed and known at this time.

The tower is currently owned by the County of Surry. The County wishes to secure tower management services by an experienced tower contractor to handle any and all tower maintenance responsibilities including maintaining tower and compound maintenance and repair, an inventory of all attachments, and maintaining compliance with all FAA and FCC requirements for tower owners. Services to be provided include emergency on-call response for critical issues such as lighting outages.

The purpose of this RFP is to offer prospective Applicant(s) the opportunity to demonstrate their ability to meet the day-to-day and long-term management needs of the County's Public Safety tower. The County is interested in exploring all reasonable and viable proposals for these services from qualified candidates.

This tower is integral to the county's economic development, broadband Internet service, and the county's emergency communication system. Given the nature of the services sought, the County has determined in accordance with §2.2-4303(C) of the Code of Virginia that procurement through competitive sealed bidding is not practicable, and the services are therefore being procured through competitive negotiation as set out herein.

The selected firm will work closely with Surry County personnel and advise on all issues pertaining to the maintenance and operation of the Public Safety tower. This includes reviewing any and all requests for new or additional attachments from providers and County departments. The selected management company will advise the County when requests for attachment are not in accordance with the tower's initial design load, requiring engineering review to determine structural modification needs. Periodic inspection of the tower facilities, repair and maintenance of the structure as needed and maintaining compliance with FAA marking and lighting requirements are critical requirements of the management services sought.

The selected management firm shall provide emergency restoration services for lighting outages within four (4) hours; perform maintenance as needed and inspect condition of infrastructure at minimum annually. Service level agreements shall be negotiated for additional services. The contract term shall be for **two (2) years** and subject to renewal at the end of the initial agreement period for a maximum of five (5) years.

Proposals are due no later than February 28, 2017 at 4:00 PM EST at the Surry County Government Center, 45 School Street, Surry, VA 23883 to the attention of Ms Rhonda Russell.

The contact for this RFP is: Mr. Tyrone W. Franklin, County Administrator
C/O Ms Rhonda Russell, Director,
Surry County Department of Planning
757-294-5210
rrussell@surrycountyva.gov

PUBLIC SAFETY TOWER OVERVIEW

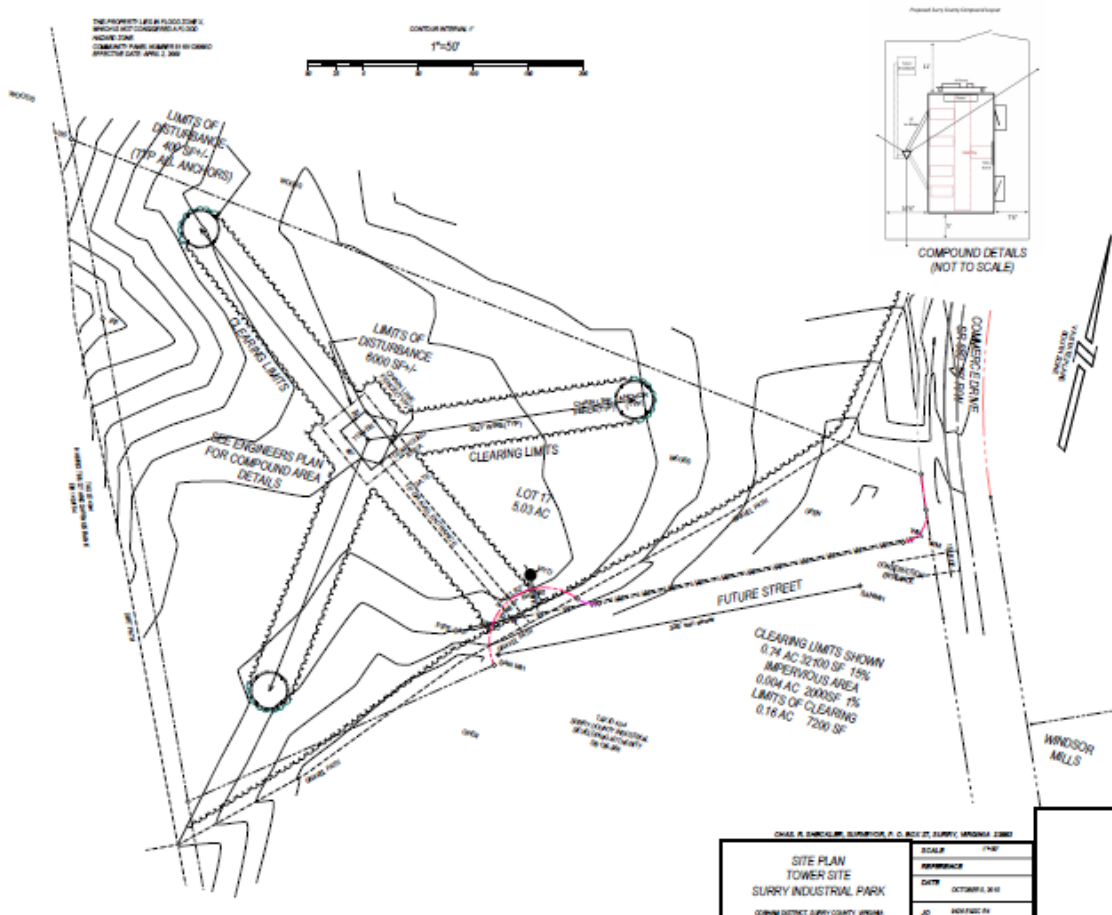
The County has completed construction of a Class Three 345 foot guyed tower located at the end of Commerce Drive in the Surry West Business Center, specifically:

- Latitude 37-07-45.31N NAD 83
- Longitude: 76-49-46.00W
- 116 feet site elevation
- 350 feet AGL
- 466 feet AMSL

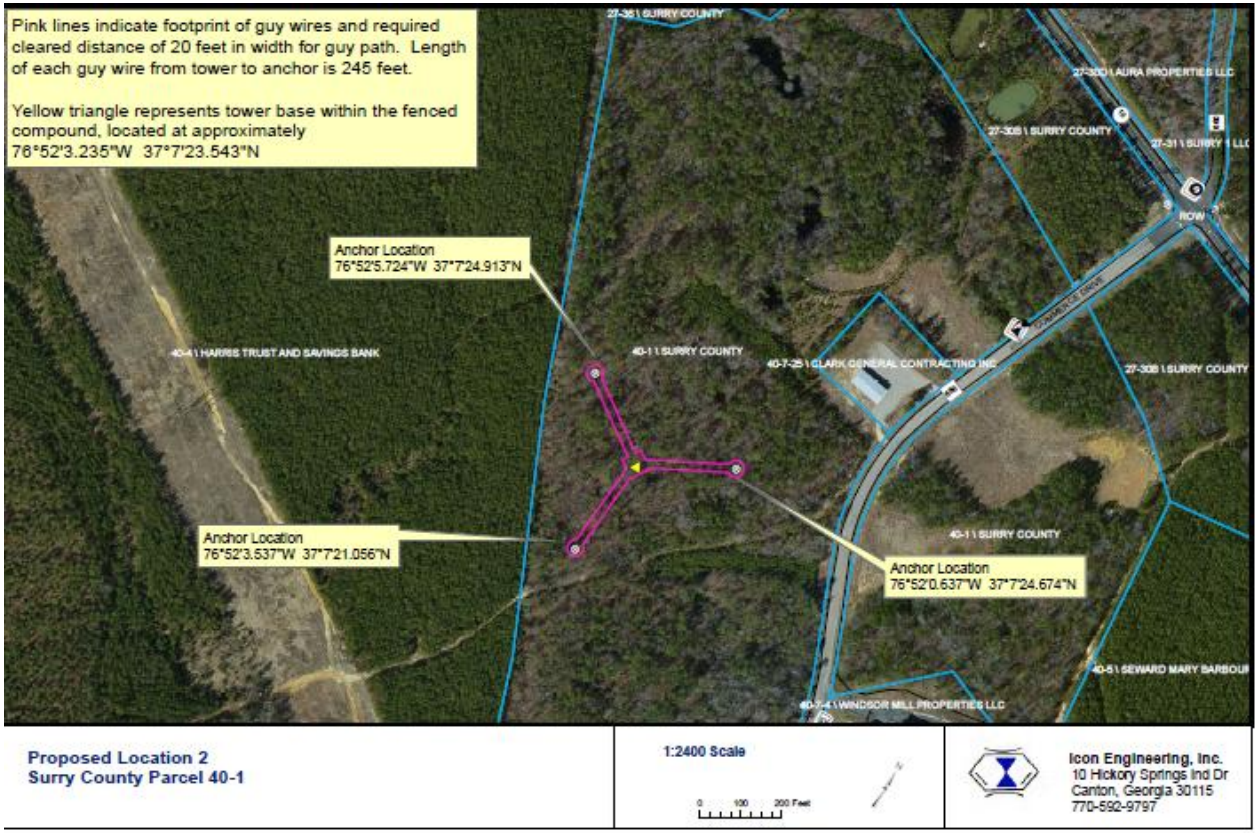
The tower is Sabre model 3600SRWD constructed on a pier pad. A climbing ladder is incorporated into one face and is equipped with an OSHA-approved safety climbing cable with belt that extends the entire length of the tower. It is unpainted and equipped with an E2 LED lighting system. The fenced tower compound includes a 12x20 foot shelter. Additional fencing surrounds each guy anchor. A fiber drop to the County's fiber network has been constructed to the tower compound and into the shelter.

The first attachments to the tower will be the County's public safety system and is tentatively proposed to occur in the first quarter of 2017. At this time the County is anticipating at least one (1) broadband provider will also place equipment on this tower. Loading for all of the planned attachments were included in the tower's design.

COMPOUND LAYOUT:



PUBLIC SAFETY TOWER MAP



SCOPE OF WORK

The selected contractor will work closely with Surry County on all matters relating to maintenance and operation of the Public Safety tower. Core responsibilities include:

- Complete site inventory including tower attachments and compound
- Review requests for attachments and advise on loading capacity versus design load
- Advise on structural modifications
- Regular maintenance and prevention inspections including tower, lighting, foundation, shelter and fencing
- Perform repairs as needed including but not limited to reguying and tensioning, electrical repair
- Regular tower and compound inventory audits
- Regular testing of lighting, alarm system, grounding, and backup power system
- Emergency onsite response within four (4) hours to repair lighting outages or critical structure damage

Additional services may be desired and should be included in the RFP response.

QUALIFICATIONS

Key qualifications for candidates include but are not limited to:

- Experience in tower construction, maintenance, lighting systems, inspections and audits
- OSHA trained, certified tower climbers
- Sufficient resources to perform the duties required
- Location of emergency response personnel, ability to be on-site within four (4) hours
- Established project management, safety and training protocols

RFP RESPONSE

The County is interested in receiving proposals from any prospective organization meeting the qualifications outlined in this document. The Applicant's RFP response should be prepared simply and economically, providing straightforward and concise descriptions of the Applicant's capabilities and including sufficient information to satisfy the requirements of this RFP. False or inaccurate information will result in the rejection of the Applicant's response. Applicant(s) should carefully examine this RFP. It is the Applicant's responsibility to become familiar with Surry County and other factors that may impact the services provided. By responding to the RFP, the Applicant affirms that requisite due diligence necessary to provide a full response has been completed.

Applicant(s) shall address all items as specified in this RFP. Failure to address specified items may disqualify the Applicant from further consideration. Submission of a proposal shall constitute evidence that the Applicant has made all the above-mentioned examinations and is free of any uncertainty with respect to conditions which would affect the execution and completion of locate services.

RESPONSIBILITY FOR COSTS

The Applicant shall be fully responsible for all costs incurred in the development and submission of the proposal or any other costs incurred by the Applicant prior to issuance of an agreement or contract. The County shall not assume any contractual obligation as a result of the issuance of this proposal request, the preparation or submission of a proposal by an Applicant, the evaluation of proposals or final selection.

RFP INQUIRIES

RFP addenda and question and answer responses will be sent to all applicants that request in writing they be added to the distribution list. Questions regarding this RFP should be submitted via email to rLrussell@surrycountyva.gov or faxed to (757) 294-5297 no later than **Tuesday, February 28, 2017 @4:00 PM EST**. Questions and or requests for clarification received after this deadline will not be answered. The County will address each question within the week received and all Q&A will be sent electronically to applicants requesting addition to the distribution list.

RFP MODIFICATIONS

The County reserves the right to modify or change any information presented in this RFP as more information becomes available. Any RFP modifications will be provided to all applicants who have indicated interest via written request.

REQUIRED FORMAT

I. LETTER OF TRANSMITTAL

The Applicant must provide a letter of transmittal that includes:

1. The company name, address, telephone number, fax number, website address, contact name, contact email and contact phone number
2. Must clearly state who is authorized to negotiate and execute a contract or agreement
3. Must list receipt by addenda number of all RFP addenda and the date issued
4. Attach a copy of the company(s) Certificate of Authority to do business in the Commonwealth of Virginia or if a foreign corporation include a statement of intent to properly register with the Commonwealth and County upon award and prior to contract execution
5. Be signed by a company representative authorized to commit the company and include the printed name and title of that individual

II. PROPOSAL CONTENTS

A. COMPANY OVERVIEW

Provide an overview including the following information about your Company:

1. Company name, date established, number of employees, business address, phone number, fax number, e-mail address;
2. Describe the Company's organizational structure and breakdown of number of employees by function as relates to locate services and personnel training
3. A brief statement of the Contractor's background, demonstrating longevity and financial stability;

4. Lines of business conducted by company
5. Identify the proposed project supervisor who would act as principal contact person between the contract locator and the County.

B. LEGAL

Provide information on any active, pending or recent (within 3 years) legal proceedings in which the company or their subcontractors have been involved relating to locate services.

Is the company currently removed from a vendor list or been debarred from doing business with any Commonwealth of Virginia Agency? If yes, explain in detail.

C. PROJECT EXPERIENCE

For similar tower management services your company has provided during the past two years please provide three references and a summary of the engagement details. Please include the following for each reference:

1. Customer name and contact information (phone and e-mail if available);
2. What specific services did you provide?
3. Length of engagement (years/months/special projects).

D. SUBCONTRACTORS

If your firm utilizes outside contractor(s) for any part of this response please describe how subcontractors are integrated into the solution.

E. PRICING

Please provide services pricing utilizing EXHIBIT A – PRICING. Include any additional pricing discussion or cost proposals in this section.

F. ADDITIONAL INFORMATION (OPTIONAL)

- a. Applicable company brochures;
- b. Information with regard to allied resources that are deemed advantageous to the success of the project
- c. Other information you may deem relevant and useful to the County in the evaluation of the RFP response.

SUBMITTAL INSTRUCTIONS

The RFP Response should include three (3) printed copies and one (1) electronic copy on CD or other storage mechanism of your proposal in PDF or MS Word format. The original proposal should be signed by the person authorized to obligate the company. The response should be delivered to the following address in a sealed envelope or box labeled "**Tower Management Service, RFP #2017-01**" clearly marked on the outside of the package. Emailed or faxed responses are not allowed. The proposal package should be delivered to:

Mr. Tyrone W. Franklin, County Administrator
Surry County Virginia
c/o Ms. Rhonda L. Russell
45 School Street
P.O. Box 65
Surry, VA 23883
(757) 294-5210

The deadline for accepting RFP responses is 4:00 p.m. EST on Tuesday, February 28, 2017 at the above address. Responses received after that time will be returned unopened to the Offeror.

EVALUATION AND SELECTION PROCESS

The following criteria will be used for evaluating proposals and subsequent selection of a successful Offeror. The County will independently read, review and evaluate each proposal and final selection will be made using the following criteria:

- Demonstrated ability to meet or exceed all requirements of the RFP.
- Credentials and relevant experience.
- Overall accessibility to County staff and ability to provide all required services in a timely manner.
- Compliance with RFP and Contract Terms and Conditions.
- Overall quality and completeness of proposal.
- Price

Once the County has read and rated each proposal the County will rank the proposals beginning with the highest rated proposals in a descending order. The County will then conduct negotiations with the top two ranked Offerors, depending on the number of proposals received from qualified Offerors.

After negotiations have been completed, the County will select the Offeror, which in the County's opinion, has made the best proposal, and will award the contract to that Offeror. Price shall be considered in the decision to award the contract, but need not be the sole determining factor.

NOTICE OF AWARD

A Notice of Award will be posted at the Office of the County Administrator located at Surry County Government Center, 45 School Street, Surry, VA 23883 for a period of ten (10) days. The County will notify the selected Offeror directly.

AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA

Offeror, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia. Offeror shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the contract.

The County may void any contract with an Offeror if it fails to remain in compliance with this section pursuant to Section 2.2-4311.2 of the Code of Virginia.

GENERAL CONTRACT PROVISIONS

The following provisions shall apply to this RFP and any contractual agreement entered into thereunder.

1. **Modifications** - This Agreement or any part thereof may not be modified or amended, except by written agreement of the parties signed by the duly authorized representatives of the parties.

2. **No Waiver** - No omission or delay by either party to this Agreement at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Agreement, shall be a waiver of any such right or remedy to which either party is entitled, nor shall it in any way affect the right of either party to enforce such provisions thereafter.

3. **Applicable Law and Venue** - This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia. Any action brought relating to the interpretation or enforcement of this Agreement shall be brought in the courts of the County of Surry, Virginia, unless otherwise required by law.

4. **Severability** - If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other provisions hereof shall in no way be affected thereby.

5. **Successors and Assigns** – Neither party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall inure to the benefit of the parties and their respective permitted successors and assigns.

6. **Force Majeure** - In the event that performance by either party of any of its obligations or undertakings under this Agreement shall be interrupted or delayed by any occurrence not occasioned by the conduct of either party hereto, whether such occurrence be an act of God such as lightning, earthquakes, floods or other like causes, the common enemy, the result of war, riot, strike, lockout, civil commotion, sovereign conduct, explosion, fire or the act or conduct of any person or persons not a party to or under the direction or control of a party hereto, then such performance shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

7. **Incorporation of RFP conditions and Offeror proposal** - This Agreement shall consist of this written Agreement and all appendices or exhibits attached hereto, the Proposal submitted by Contractor, the RFP, including all general, special or other conditions contained therein, and any addendum to same, all of which shall be referred to collectively as the "Contract Documents". In the event of any conflict between any of the Contract Documents, the terms and conditions this document will control, followed by the RFP, and then Contractor's proposal, in that order of priority, unless otherwise expressly agreed to in writing by the parties.

8. **Entire Agreement** - This Agreement, including the Contract Documents as set forth in paragraph H of this section, constitutes the entire Agreement between the parties and supersedes all previous agreements and understandings relating to the services to be performed under this Agreement. The terms and conditions contained in any purchase order issued by County, to the extent not in conflict with the terms and conditions contained in this Agreement, are incorporated herein by this reference.

9. Counterparts – This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

10. Legal Authority - The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of Contractor and the County, respectively.

11. Headings - The headings of sections throughout this Agreement are intended solely to facilitate reading. Such captions shall not affect the meaning or interpretation of this Agreement.

12. Effective Date - This Agreement shall become effective and binding upon the authorized execution by both Parties.

13. Conflicts of Interest – Contractor certifies that it is not now engaged in any work, nor will it engage in any subsequent work while this Agreement is in effect that will pose a conflict with the interests of the County relative to the work covered under this Agreement. Contractor shall notify the County of any potential conflicts of interest prior to Contractor undertaking such work. Contractor further agrees not to use any information it receives or any of its work product in any manner contrary to the County's interests both during the term of this Agreement and thereafter.

14. Indemnification - The Offeror shall, during the term of the contract, indemnify, defend, and hold harmless the County, its officials, employees, agents and representatives thereof from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations or rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

15. Safety - All contractors and subcontractors performing services for the Commission are required to comply with all Occupational Safety and Health Administration (OSHA), Commonwealth and County Safety and Occupational Health Standards and any other applicable rules and regulations. All contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site deemed in this contract.

16. Insurance - The successful Offeror shall maintain, and provide proof of insurance coverage for injuries to persons and/or property damage which may arise from or in conjunction with, the work performed on behalf of the Commission by the Offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein will be submitted fifteen (15) days prior to the commencement of work and such coverage must be maintained by the Offeror for the duration of the contracted period for occurrence policies. Claims made policies must be in force for the coverage purchased for three (3) years after completion date. General Liability Coverage will be as broad as Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

Workers' Compensation: Limits as required by the Worker's Compensation Act of Virginia.
\$1,000,000 Employer's Liability.

VIRGINIA PUBLIC PROCUREMENT ACT PROVISIONS.

The provisions of this Section shall be incorporated into any Agreement entered into under this RFP, as required by the Virginia Public Procurement Act (§ 2.1-4300 et seq. of the Code of Virginia):

1. Employment Discrimination. During the performance of this contract, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment due to race, religion, color, sex, national origin, age or handicap, except where religion, sex, national origin or age is a bona fide occupational qualification reasonably necessary to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination disclosure.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this subsection.

2. Drug Free Workplace. During the performance of this contract, Contractor agrees to (i) provide a drug-free workplace for 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 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 Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Illegal Immigrants. Contractor does not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the Federal Immigration and Reform and Control Act of 1986.

EXHIBIT A - PRICING

Please provide proposed pricing in the following format for the services requested and include in Section E of your proposal. In this section you should also include discussion of pricing for any other services required or offered. All unit pricing should be fully loaded and including travel to and from the work site.

ACTIVITY	UNIT	PRICE PER UNIT
Maintain inventory of all attachments and compound		
Review requests for attachments, consultation with tower provider regarding loading and recommendations for engineering review		
Review and comment on structural modification requests		
Visual inspection of tower and compound, provide written report and itemization of needed maintenance and repairs		
Emergency response for lighting outage (4 hour responses time)	Per Occurrence	
Maintenance and Inspection:		
Additional Services:		