

Sussex County, Delaware



Request for Proposals

For

Communication Monopole Installation

Date Issued 7/1/2020

Proposal Submission Deadline:

August 7, 2020 - 3:00 p.m. EST

Mail or Hand Deliver Proposal to Primary Contact:

Dwayne Kilgo, Information Technology Director

Sussex County

2 The Circle

PO Box 589

Georgetown, DE 19947

WARNING: Prospective Proposer who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. A prospective Proposer who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they did not receive communications from the Issuing Office prior to the closing date

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ADVERTISEMENT

Sussex County Government is soliciting proposals from qualified firms to provide design, materials, construction and installation of county provided monopoles that will service private and public entities within the boundaries of Sussex County.

An electronic copy of the information package may be downloaded from www.sussexcountyde.gov/legal-notices/bids

Each proposal received in response to this RFP will be evaluated on the criteria background and experience, cost, and timeline to perform. These criteria shall determine all applicants that meet the minimum qualifications.

All proposals must be sealed, clearly marked "PROPOSAL – Communication Monopole Installation" and must include all elements described in the information package.

One original and one (1) copy of the proposal must be delivered to Sussex County Information Technology, Attn: Dwayne Kilgo, 2 The Circle. P.O. Box 589, Georgetown, DE 19947 before 3:00 PM EST on August 7, 2020. Further information or questions can be addressed to Dwayne Kilgo at dkilgo@sussexcountyde.gov.

Access to County data for the identification of demand and assets is available by request.

By: Dwayne Kilgo
Information Technology

1. SUMMARY

Sussex County, hereinafter referred to as "County," is soliciting proposals from qualified firms to provide design, materials, construction and installation of county provided monopoles that will service private and public entities within the boundaries of Sussex County

The term "offeror" shall refer to contractor submitting proposals in response to this Request for Proposals (RFP). The term "Contractor" is also used to describe the successful offeror(s) in the context of providing services under an agreement resulting from this RFP.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All proposals must be sealed, clearly marked "PROPOSAL – Communication Monopole Installation" and must include all elements described in the **PROPOSAL CONTENT AND FORMAT REQUIREMENTS** section of this RFP.

One original and one (1) copy of the proposal must be delivered to the address below before the date and time listed in the **RFP SCHEDULE** section of this RFP. The County will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.

Access to County data for the identification of the areas where poles are anticipated to be installed is available by request.

Any amendment or addendum to this RFP is valid only if issued in by Sussex County.

2. RFP SCHEDULE

Publish RFP	July 1, 2020
Proposal Submission Deadline	August 7, 2020

3. GENERAL CONDITIONS

- 3.1. **Prime Responsibility:** The selected contractor will be required to assume full responsibility for all services and activities offered in its proposal(s), whether or not provided directly. Further, the County will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters.
- 3.2. **Assurance:** Any agreement executed under this RFP must be carried out in full compliance with all laws of the State of Delaware and Federal government.
- 3.3. **Independent Contractor:** In performance of the work, duties and obligations assumed by the offeror, it is mutually understood that the offeror, and all of the offeror's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.
- 3.4. The County reserves the right to reject any and all proposals, in whole or in part, to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of Sussex County.
- 3.5. Sussex County reserves the right to:
 - Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not select any applicant;
 - Amend or cancel this process at any time;
 - Interview applicants prior to award and request additional information during the interview;

- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Issue similar RFPs in the future.
- Award agreements to multiple offers

3.7 Amendments and Addenda to the RFP

If the County finds it necessary to revise any part of this RFP, an amendment or addendum will be provided to all vendors known to have received the RFP. Amendments and addenda will also be posted on the County's website in the Request for Proposals section (www.sussexcountyde.gov/legal-notices/bids).

3.8 Incurred Expenses

Neither Sussex County nor any of its offices or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal.

3.9 Insurance Requirements

The Contractor shall not commence services until original certificates of insurance acceptable to the County and accompanied by any required endorsements evidencing all Required Insurance has been submitted to and approved by the County. The Contractor shall be required to maintain, at its own expense, and provide satisfactory evidence of the Required Insurance, throughout the term of the contract and for two (2) years after termination of services.

The Contractor shall require all of its subcontractors to maintain Required Insurance to the same extent required of Contractor unless any such requirement is expressly waived or amended by the County in writing.

Contractor will not allow any of subcontractor to commence services or work on any subcontract related to this contract until all insurance required of such subcontractors has been so obtained and approved by the Contractor. The Contractor shall furnish its subcontractors' certificates of insurance to the County immediately upon request.

All Required Insurance must be underwritten by insurers allowed to do business in the State of Delaware and acceptable to the County. The insurers must have a Best's Financial Strength Rating of "A -" or better, and a financial size category of "Class VII" or higher, unless the County grants specific written approval for an exception.

Any deductibles or retentions of \$5,000 or greater are subject to the County's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

Required Insurance means:

1. Professional liability (or errors or omissions liability) insurance that insures against claims alleging acts, errors and omissions arising out of or in connection with the services provided to the County, with minimum limits of \$2,000,000 per occurrence; and \$2,000,000 annual aggregate.
2. Workers' compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" insurance and employer's liability insurance with minimum limits of \$100,000 each accident for bodily injury by accident, \$100,000 each employee for bodily injury by disease; and \$500,000 policy limit for bodily injury by disease.
3. Business auto liability insurance with respect to the ownership, maintenance or use of any auto by Contractor, in amount not less than \$1,000,000 combined single limit each accident.
4. Commercial general liability insurance that insures against bodily injury, property damage, personal and advertising injury claims arising out of or in connection with the services provided to the County. The minimum limits of liability for this insurance are \$1,000,000 combined single

limit per occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 combined single limit general aggregate per project; and \$2,000,000 combined single limit products/completed operations aggregate.

The County and its elected or appointed officials, officers, directors, employees, agents and consultants shall be additional insureds on primary and non-contributory basis with respect to liability arising out of or in connection with the services provided to the County, for both ongoing operations and products and completed operations. The endorsement affording additional insured status shall accompany any certificate of insurance evidencing this insurance.

5. Umbrella excess liability or excess liability insurance with minimum limits of \$5,000,000 combined single limit per occurrence, \$5,000,000 combined single limit aggregate for other than products/completed operations and auto liability and \$5,000,000 combined single limit products/completed operations aggregate. This insurance shall include the commercial general liability, business auto liability and employers' liability on the schedule of underlying insurance.

If any liability insurance purchased by the Contractor is issued on a "claims made" basis, the Contractor must either:

1. Agree to provide certificates of insurance to the County evidencing the above coverages for a period of two years after termination of services. The certificates shall evidence a retroactive date no later than the date services commence; or
2. Purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force when services are terminated and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. The certificate or copy of the endorsement shall evidence a retroactive date no later than the date services commence.

The Contractor will be responsible for loss of or damage to Contractor's property, equipment and materials that will not be part of the final New Monopole and shall waive all rights against the County and its elected or appointed officials, officers, directors, employees, agents and consultants for loss of or damage to the Contractor's property, equipment and materials. Any property insurance policies shall permit waivers of subrogation by endorsement or otherwise.

Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend Sussex County and its elected and appointed officials, officers, directors, employees and agents from and against any and all claims, damages, injuries and expenses (including related attorney's fees and other defense costs) caused in whole or in part by a negligent act or omission of Contractor or any of its subcontractors performing services under the Contract, regardless of whether or not such claims, damages, injuries and expenses are caused in part by a party indemnified hereunder.

4. BACKGROUND

- 4.1. Sussex County is looking for qualified firms with proven experience in installing communication monopoles to assist the ongoing efforts of providing broadband internet that will serve residents, business and governments throughout the County. Because areas of Sussex County are currently underserved or have no internet service, Sussex County wishes to construct vertical assets in and around Sussex County.
- 4.2. The County is looking for a qualified firm that will be able to install and facilitate the construction and installation of monopoles to the underserved rural areas of the County.
- 4.3. The County has identified proposed locations of the monopole installations to increase deployment of wireless services that will augment the internet deployments throughout the county. A map showing vertical assets will be available upon request.

5. DESCRIPTION OF INFRASTRUCTURE, PRODUCTS and SERVICES REQUIRED

5.1. Scope of Services

- 5.1.1. Provide turn-key installation of communication monopoles in and around Sussex County for locations requested within the next 3 years.
- 5.1.2. Transporting the Monopoles and all related items from current stored location.
- 5.1.3. Filing and all related fees for all local, state and federal permits and other filings. This includes building permits, as well as FAA and other federal clearances/permits.
- 5.1.4. In the case of permits and other filings that are required to be submitted by the monopole owner, the contractor must prepare the filing and provide it to Sussex County, along with instruction on how to complete the requirements and submit the filing in a timely manner.
- 5.1.5. Contractor must conduct any required environmentally or soil studies.

5.2. Detailed Description(s) of Services Required

5.2.1. New Monopole Installation

- a. Transport monopole assemblies to new construction location.
- b. Complete Installation and grounding of monopoles
- c. Monopoles must include climbing apparatus and safety clips.
- d. Furnish and install all associated mounting hardware, 3-sector monopole ring mount, wiring, piping, insulation, couplings, connectors or other associated items that apply to best practice installation requirements
- e. Provide one (1) year minimum warranty on installation.
- f. Must follow Motorola R56 standards for grounding and installation practices

6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Interested offerors shall submit one original plus one (1) copy of their proposal.

Proposals shall be delivered no later than the date and time listed in the RFP SCHEDULE and shall contain at a minimum the following items:

6.1. Cover Sheet (Attachment B)

- 6.1.1. Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #.
- 6.1.2. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

6.2. Monopole Installation

- 6.2.1. Provide a detailed description of the process of installation that you are proposing.
 - a. Provide type of material proposed for backfill.

- b. Provide any electrical requirements.
 - c. Provide installation sketches or drawings.
 - d. Describe any benefits that your proposed implementation may provide that exceed specifications or enhance performance in ways that are not otherwise documented in your proposal.
- 6.2.2. Provide the cost of construction and installation.
- a. Provide a complete cost to install (1) monopole per location.
- 6.2.3. Timeline
- a. Provide a project timeline with estimated time to complete the installation of (10) monopoles

6.3 Organization Information

6.3.1 Background and Experience

- a. Provide at least three references that substantiate your organization's experience in providing wireless solutions.

6.3.2 Provide a description of all available equipment and installation warranties provided in your proposed system(s).

7. SELECTION PROCEDURES

Proposals will be evaluated on the criteria outlined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section. The following is weight of the criteria:

Criteria	Weight
Background and Experience	20 points
Timeline for Completion	40 points
Cost	40 points

The Contractor(s) selected for this project will be required to comply with insurance standards as deemed acceptable to the County. No agreement with the County is in effect until both parties have signed a contract.

ATTACHMENT B: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Pubic Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this **Cover Sheet** I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by Sussex County Government, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

 Signature of Authorized Representative

 Printed Name of Authorized Representative

 Date

 Printed Title of Authorized Representative