

# VINTON AND MEIGS COUNTY, OHIO

Request for Qualifications No. 11-19

# COMMUNICATION TOWERS AND ANTENNA SYSTEMS

Maintenance

Nov 1, 2019

Vinton County Commissioners Development Department  
205 S. Market Street  
McArthur, Ohio 45651

DIRECTOR

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INSTRUCTIONS TO RESPONDERS

Included herein are General Terms and Conditions (Part 1); the Special Provisions (Part 2); the Detailed Specifications (Part 3); and the RFQ Response (Part 4), which together with all attachments, constitute the entire "RFQ Package". Said RFQ Package must be the basis upon which all Responses are offered and the same (the entire RFQ Package) must be kept together and returned, intact, by the time and at the place herein specified. The Responder must manually sign the General Terms and Conditions (Part 1) and RFQ Response (Part 4). Any questions concerning this request for Qualifications Package should be directed to the Buyer whose name appears above.

*When awarded, the RFQ Package becomes part of the "Contract Document" for Services designated under the section "RFQ Services". The Responder's signature on the RFQ constitutes Responder's agreement to the terms therein. The signature on the RFQ package must be that of an Officer of the Company or an individual authorized to commit the Company to a legal and binding contract. READ THE ENTIRE RFQ CAREFULLY BEFORE SIGNING.*

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## 1. GENERAL TERMS AND CONDITIONS:

1. Responses: Must be emailed to [dev.dept@vintonco.com](mailto:dev.dept@vintonco.com) and received by February 28, 2020 12:00pm.

If our specifications, when included in our Request for Qualifications (RFQ), are not returned with your Response, and no specific reference is made to them in your RFQ response, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, vendor's or manufacturer's specifications which accompany the RFQ response contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your RFQ response.

Vinton County will be considered the lead grantee for purposes of communication and coordination with all stakeholders.

2. The Responder shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Responses will not be accepted after the time specified for receipt. Such Responses shall be returned to the Responder unopened with the notation "This Response Was Received After the Time Designated For the Receipt and Opening of Responses".

3. On-Line Documents: The Vinton County Development Department is publishing documents on its website <http://vintoncounty.com/government-bids.html> for the convenience of vendors wanting to do business with the Vinton County Development Department and to save tax dollars. This service is public record and the Vinton County Development Department is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a Response.

4. Condition of Materials & Packaging: Unless otherwise indicated, it is understood and agreed that any item offered or shipped on this Response shall be NEW and in FIRST CLASS CONDITION, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.

5. Claims: The successful Responder will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

6. When to Make Delivery: Deliveries resulting from this Response are to be made during the normal working hours of the Development Department's Office. It is the Responder's responsibility to obtain this information.

7. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the Vinton County Development Department and such determination shall be final and binding upon all Responders.
  
8. Information and Descriptive Literature: Responder must furnish all information requested in the RFQ. If specified, each Responder must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Responses which do not comply with these requirements will be subject to rejection.
  
9. Response Package Costs: Submittal of a Response is solely at the cost of the Responder and the Vinton County Development Department in no way is liable or obligates itself for any cost incurred by the Responder in preparing the RFQ Package.
  
10. No Response: If the receipt of this Request for Qualifications is not acknowledged, Responder's name may be removed from the Vinton County Development Department vendor mailing list.
  
11. Compliance with Occupational Safety and Health Act: Responder certifies that all material, items, equipment, service, etc., contained in his response meets all O.S.H.A. requirements.
  
12. Acceptance and Rejection: The Vinton County Development Department reserves the right to reject any or all responses, for cause, to waive irregularities, if any, in any response, and to accept the response or responses which in the judgment of the Commissioners is in the best interest of Vinton/Meigs County.
  
13. Disputes: Any prospective Responder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Responses will submit a notice of protest in writing within seventy-two (72) hours (excluding official holidays, Saturdays and Sundays) to the Vinton County Development Department Purchasing Section by registered mail or hand deliver for which a receipt must be provided.

The Buyer will have five (5) business days upon receipt of the dispute notice to review the issues with the stakeholders and evaluation committee if necessary and consider the dispute as written. The Responder may be requested to provide further clarification of the issues. Upon completion of this review process the Buyer will make a recommendation to the Comptroller.

The Comptroller may concur with the recommendation or arrive at a separate decision. The decision of the Comptroller will be communicated to the Responder in writing. This decision and the basis upon which it was made will be communicated within five (5) business days following the receipt of the recommendation from the Buyer. A single appeal of the Comptroller's decision is available by submitting a notice in writing within seventy-two (72) hours (excluding official holidays, Saturdays and Sundays) of receiving the Comptroller's decision requesting a Management review of the decision. Final decision of an appeal will be made by the Vinton County Development Department.

14. Public Record: Any material submitted in response to this Request for Qualifications will become a public document.

## 2. SPECIAL PROVISIONS

### 2.1. IN GENERAL

The purpose of these specifications is to describe the requirements of the Vinton County Development Department for Communication Towers and Antenna Systems Maintenance.

### 2.2. SCOPE OF WORK OVERVIEW

Vinton and Meigs counties are attempting to fund the construction of telecommunication towers which could be utilized by 3rd party "last mile" broadband providers to enable service to underserved and poorly served areas in the counties.

#### 2.2.1. INITIATIVE GOALS

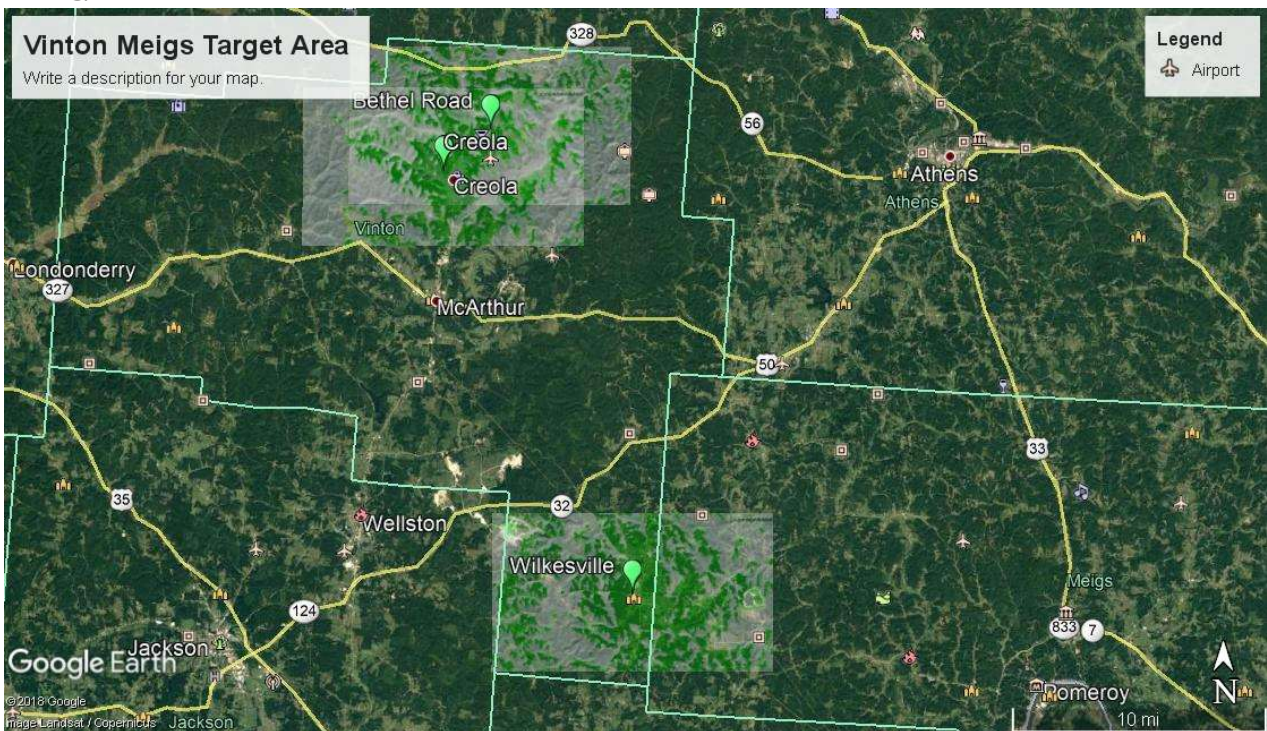
- Improve Broadband capacity and quality in certain areas within Vinton and Meigs counties
- Minimize the cost to the county and county residents

#### 2.2.2. APPROACH

1. Received funding from ARC Power Planning Grant
2. Goal is to use the funding to submit another ARC grant for implementation
3. Implementation funding is targeted at constructing 3 Telecommunications Towers
  - 3.1. RFIs will be used to construct estimates for submitting the implementation grant
  - 3.2. Implementation Grant will be done in two phases: 1) Detail Design, RFQ and Contracts, 2) Construction and Implementation

- 3.3. A risk exists that the costs, after the detail design is complete, exceeds the implementation grant award; which would require the scope to be reduced (i.e. number of towers or design of the towers)
4. All three towers would be owned by the county and space would be leased to 3<sup>rd</sup> party Wireless ISP(s) and possibly Mobile Communications companies
5. Maintenance and operations of the 3<sup>rd</sup> party telecommunications equipment would be the responsibility of the 3<sup>rd</sup> party services companies
6. Maintenance and Operations of the tower structure would likely be contracted to a tower operations company
7. The 3<sup>rd</sup> party tower leasing fees would fund the required tower maintenance and operations contracts

### 2.2.3. TARGET AREA



### 2.2.4. LOCATIONS

<u>Location</u>	<u>Lat</u>	<u>Long</u>
Bethel Road	39.344270°	-82.439120°
Creola	39.320754°	-82.473569°
Wilkesville	39.080099°	-82.334361°



### 2.2.5. SERVICES REQUIRED

Responders to the RFQ may choose to respond to some, or all sections of the services required. Below is a list of the services required:

- 1) Request for Qualifications (RFQ) Services
  - a) Project Management Activities
  - b) Design and Engineering
  - c) Community Development
  - d) Backhaul Services
  - e) Public Private Partnership Design
  - f) Tower Construction
  - g) Real Estate Activities
  - h) Maintenance and Operations

### 2.2.6. CONTRACTOR QUALIFICATIONS

The Contractor may be required to furnish evidence in writing that they maintain a permanent place of business and have adequate equipment, finances and personnel to furnish the item or service satisfactorily and expeditiously. The Vinton County Development Department reserves the right to inspect the Contractor's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein. Technical personnel performing this work must have a minimum of five (5) years experience on all of the equipment included in this work statement.

### 2.2.7. LAWS AND REGULATIONS

The Responder's attention is directed to all applicable Federal, State and local laws, ordinances, codes, rules and

regulations which shall apply to the contract throughout and will be deemed included in the contract the same as though written herein. Ohio law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

In the event the Contractor encounters protected wildlife on a job-site during the performance of services contained under contract, it is the responsibility of the Contractor to notify the Vinton County Development Department Project Manager. At that time the Vinton County Development Department shall assume the responsibility of coordinating a resolution with relevant State and Local Agencies before prescribed work/service is to resume.

### 2.2.8. OPENING DATE & TIME

The RFQ period will begin Oct 1, 2019 @ 3:00 PM

The RFQ period will end November 31, 2019 @ 12:00PM

## 2.2.9. QUESTIONS ABOUT THE RFQ

Questions about the RFQ can be submitted to [dev.dept@vintonco.com](mailto:dev.dept@vintonco.com)

## 2.2.10. PRE-RESPONSE COMMUNICATIONS

Vinton County Development Department's representative(s) will be available to answer questions relative to this RFQ. Any suggested modifications must be presented in writing and discussed with the Vinton County Development Department's representative(s) and may be considered by said representative(s) as possible amendments to the RFQ. It is the responsibility of the Responder to conduct site visits and inspections of the equipment to be serviced if applicable under this agreement.

## 2.2.11. EVALUATION CRITERIA

Initially all responses submitted will be reviewed to determine if the Responder is both responsive in terms of the completeness of the response package and responsible as per the qualifications outlined in paragraph four (4) above. Responses determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

Responses determined to have met the minimum requirements will then be evaluated based on the following weighted criteria. These criteria relate directly to information required in RFQ Response (Part D) and are presented in the same outline. It is therefore important to maintain the organization of your RFQ Response as outlined so the evaluators may easily locate the required documents. RFQ Response (Part D) offers details of the criteria below.

Evaluation Criteria:	Points Available:
A. Company Overview	25
B. Qualitative Evaluation	25
C. Related Project Experience	25
D. Personnel Qualifications	<u>25</u>

TOTAL POINTS AVAILABLE

100

### 2.2.12. EVALUATION AND AWARD PROCESSES

The Vinton County Development Department reserves the right to award this contract to the Responder whose response, in the opinion of the Vinton County Development Department best serves the requirements of the Vinton County Development Department. The successful Response will be determined utilizing all evaluation criteria outlined above. An Evaluation Committee will be appointed. Once each member of the Evaluation Committee has independently reviewed and ranked each Response, the committee will meet and discuss the results of their initial rankings as compiled by the Buyer. Each Response will be then be reviewed in a joint committee meeting for compliance with technical and administrative requirements. The committee may ask for clarifications which shall be communicated to the Responder through the Buyer. The committee may also decide to interview or request oral presentations from the top ranked Responders which shall be arranged by the Buyer. Preference may be given to Ohio-based firms and personnel.

Once the committee reaches a consensus the Buyer will communicate the committee recommendation for award through the chain of command for final approval by the Vinton County Development Department or his/her representative. The Vinton County Development Department intends to make a selection announcement no later than ninety (90) calendar days after the award of the implementation grant.

### 2.2.13. AWARD

Award shall be made to the most responsive and responsible Responder offering a service deemed suitable for use by the Vinton County Development Department.

Notice of Award will be sent to the awarded Contractor and posted to the Vinton County Development Department website <http://vintoncounty.com/government-bids.html> on the Purchasing Page under the appropriate RFQ number. If you do not have Internet access, and would like a copy of the response results, contact the Purchasing Office at (813) 247-8034.

In the event two (2) or more Responders have submitted the best response, preference may be given in the award in the following order. First, to the Responder who has his/her principal place of business in Ohio; second, to the Responder who has a place of business in Ohio; and third, if the Responders involved in the "tie response" situation are all located inside/outside Ohio and Vinton / Meigs County, the toss of a coin will be used to break the tie.

### 2.2.14. CONTRACT DOCUMENT

The contract between Vinton County Development Department and the Contractor shall consist of: (1) the RFQ and any amendments thereto and (2) the Contractor's response submitted in response to the RFQ. The Vinton County Development Department reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFQ or the Contractor's response. In all matters not

affected by the written clarification, if any, the RFQ and all amendments thereto shall govern. The Responder is cautioned that his response shall be subject to acceptance without further clarification.

To the extent that a provision of the contract is contrary to the Constitution or Laws of Ohio, or to the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

#### 2.2.15. CONTRACTUAL OBLIGATIONS

The successful Responder may not sublet or subcontract any of the contractual obligations concerning this response matter except as provided for in the written Contract between the Vinton County Development Department and Contractor. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Contractor to retain ultimate liability for all contractual obligations.

#### 2.2.16. ASSIGNMENT

The Contractor will not assign, transfer, convey, or otherwise dispose of this Contract or any part thereof, or of its right title or interest therein or its power to execute this Contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the Vinton County Development Department. Sale of a majority of corporate stocks, filing for bankruptcy, or reorganization shall be considered an assignment.

#### 2.2.17. DEFAULT

The Contract may be canceled or annulled by the Vinton County Development Department of the Comptroller in whole or in part by written notice of default to the Contractor upon non-performance or violation of Contract terms. An award may be made to the next best responsive and responsible Responder, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Contractor to deliver materials or services within the time stipulated in these specifications, unless extended in writing by the Office of the Comptroller, shall constitute Contract default. Vendors who default on Contracts may be removed from the vendor mailing lists for future Contracts at the discretion of the Office of the Comptroller.

#### 2.2.18. CANCELLATION

When deemed to be in the best interest of the Vinton County Development Department, any Contract(s) resulting from this RFQ may be canceled by the following means:

- a. Ten (10) calendar days written notice with cause, or;
- b. Thirty (30) calendar day's written notice without cause.

If it becomes necessary to terminate the contract without cause, all services and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the Vinton County Development Department and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

#### 2.2.19. ADDITION/DELETION

The Vinton County Development Department reserves the right to add or delete any items from this response or resulting Contract when deemed to be in the best interest of the Vinton County Development Department.

#### 2.2.20. CONTRACT PERIOD

The Contract shall be effective for three (3) years from the date of award. By written mutual consent between the Vinton / Meigs County and the awardee, the Contract may be extended up to two (2) additional two (2) year periods.

#### 2.2.21. ESCALATION/DE-ESCALATION

The Vinton County Development Department will allow an escalation/de-escalation provision in this RFQ. The escalation/de-escalation will be allowed provided the Contractor notify the Vinton County Development Department, Office of the Comptroller of the pending increase/decrease a minimum of thirty (30) calendar days prior to the end of each one (1) year period for which the bid was awarded. Said notification shall consist of proof of increase and shall include each individual item, the amount of increase/decrease and the applicable RFQ Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

#### 2.2.22. WARRANTIES

The Contractor will warrant all workmanship for a period of no less than one (1) year.

The Contractor will warrant this Work to be in direct compliance with all Federal, State and local laws, ordinances, codes, rules and regulations that in any manner affect this Work. During the warranted period, the Contractor will restore or remove and replace warranted Work to its original specified condition in the event of failure. Contractor will restore or remove and replace other Work which has been damaged by failure of warranted Work, or which must be removed and replaced to gain access to warranted Work.

#### 2.2.23. CERTIFICATES OF INSURANCE

The Contractor shall not commence any work in connection with this Contract until he has obtained and provided all the following types of insurance and such insurance has been approved by the Vinton County Development Department, nor shall the Contractor allow any Subcontractors to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Ohio. Sixty (60) calendar days' notice of cancellation, non-renewal, or change in the insurance coverage is a requirement.

#### 2.2.24. WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees connected with the Work of this project and, in case any Work is sublet, the Contractor shall require the Sub-contractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Ohio Worker's Compensation Law. In case any hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each Subcontractor to provide adequate insurance, satisfactory to the Vinton County Development Department, for the protection of its employees not otherwise protected.

#### 2.2.25. CONTRACTORS PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance and shall protect itself from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by itself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be the minimum limits as follows:

Comprehensive General \$300,000 bodily injury and property damage combined single limit.

Automobile \$300,000 bodily injury and property damage combined single limit.

#### 2.2.26. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Vinton County Development Department and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provide that any such liability, claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole or in part by the act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by a party indemnified hereunder.

In any and all claim against the Vinton County Development Department or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workman's compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor will indemnify and hold harmless the Vinton County Development Department and anyone directly or indirectly employed by it from and against all claims, damage, losses, and expenses

(including attorney's fees) arising out of any infringement of patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

#### 2.2.27. RESPONSIBILITY OF CONTRACTOR

The Contractor may perform the Work using equipment, tools and machinery of his own choosing. Any parts of the facilities that are damaged by the Contractor's equipment or procedures during the service shall be replaced or repaired as directed by the Vinton County Development Department Communications or Facilities Maintenance personnel at the Contractor's expense.

The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the Vinton County Development Department or any obligation on the part of the Vinton County Development Department to pay or to see the payment of any monies due any subcontractor, except as may otherwise be required by law. The Vinton County Development Department may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor for specific Work completed. The Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Vinton County Development Department. All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to proceeds of such insurance held by the Vinton County Development Department as trustee. The Contractor will pay each subcontractor an appropriate amount determined by value of the Work, of any insurance monies received by the Contractor under this insurance.

#### 2.2.28. APPROPRIATION OF FUNDS

The Vinton County Development Department, as an entity of Government, is subject to the appropriation of funds by the Vinton / Meigs County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any Contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which the Contract shall remain in effect. The Vinton County Development Department shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Contract.

#### 2.2.29. EXCEPTIONS TO RESPONSE

All Response Packages must clearly state with specific detail all deviations to the requirements imposed upon the Response by the General Terms and Conditions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C). Such deviations should be stated upon the RFQ Response (Part D) or appended thereto. Responders are hereby advised that the Vinton / Meigs County will only consider RFQ Responses that meet the specifications and other requirements imposed upon them by this RFQ Package. In instances, where an exception is stated upon the RFQ Response (Part D), said RFQ Response will be subject to rejection by the Vinton / Meigs County Development Department in recognition of the fact that said RFQ Response does not meet the exact requirements imposed upon the

Responder by the General Terms and Conditions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C).

#### 2.2.30. LIQUIDATED DAMAGES

The completion of the documentation associated with the tower inspections and/or profiling of tower structures appurtenances is critical and time sensitive. At the conclusion of the tower inspections and/or profiling, the Contractor will have thirty (30) calendar days to complete the required documentation of the inspections and/or profiling and deliver the documents to the Communications Maintenance Section. Failure to complete and deliver the documentation within the allotted thirty (30) calendar days will result in the assessment of liquidated damages in the amount of \$100.00 per calendar day for each day beyond the established delivery date.



### 3. DETAILED SPECIFICATIONS

#### 3.1. Overview of Design and Construction Services Required

All services required to design, engineer, construct and maintain three lattice towers in the Vinton / Meigs county area of Ohio.

All descriptions and categories of work should be considered to be suggestions of what may be necessary. These categories should be considered “include, but not limited to”. If you feel there are categories or descriptions of work which are important, please notify Vinton County Development Department and specifically highlight those in your estimate.

Estimates should include details for 2 different tower requirements, if the different requirements impact the scope or delivery of services:

1. A lattice tower which can support 2 mobile carriers and 2 Wireless ISP carriers (WISP)
2. A lattice tower which can support 3 WISPs.

If there are no substantial differences in specifications or cost between the two tower candidates, please indicate so in your estimate.

See Tower Specifications section for details on the tower requirements.

All material and equipment will be owned by Vinton and Meigs County.

#### 3.2. Project Management Activities

The project manager vendor will be responsible for all coordination and communication between stakeholders and vendors. Construction vendors are not eligible for the project management services.

- Manage the Qualifications-Based Selection (QBS) process in order to select the remaining vendors.
- Manage and purchase A&E services required for tower(s) construction.
- Manage installation services of all required backhaul fiber routes
- Purchasing and installation services of hardware required for fiber and/or wireless backhaul.
- Purchase and installation of all equipment cabinets required to house hardware.
- Manage services regarding FAA/FCC, NEPA, SHPO, and all required environmental specifications.
- Project manage coordination with Wireless ISP to ensure any backhaul hardware on the tower does not conflict with their requirements.
- Coordinate delivery and warehousing of any equipment required for the construction of the node locations. This may include microwave radios, equipment cabinets, microwave dishes, batteries, misc. equipment required to engineer a working backhaul network.
- Project manage all timelines and deliverables to ensure budget and time to completion requirements.
- Project management will be responsible for RFQ coordination of hardware and services involved in tower construction, fiber construction, backhaul connectivity, and test and turnup of the backhaul network. Ensure the network is ready to handoff to a viable wireless ISP provider.
- All coordination, site surveys, on site meetings, and conference calls to be facilitated by the project management team.

### 3.3. Design and Engineering

The goal of the engineering design is to construct a tower and backhaul network to create connectivity between the tower locations and the chosen Internet Service Provider (ISP). Wireless ISP will place equipment on each tower location to best service the residents of Vinton County. The backhaul network will be designed and engineered by a chosen engineering firm based on the RFQ. The chosen engineering firm will design, engineer, coordinate, construct, and turn up the network connectivity which will allow the Wireless ISP Company to serve the Vinton County residents.

- Work with Site Acquisition team to determine tower location (s).
- Determine height requirements for each of the towers for maximum RF penetration required by the wireless ISP.
- Design fiber route from the ISP connection point to the primary tower (hub) location
- Design connectivity from the Hub tower location to the additional tower location(s). Point to point fiber connection, microwave, or other form of wireless backhaul.
- Spec out required equipment for each tower location. Design network so all wireless ISP locations have backhaul connectivity to the ISP server.
- Design the backhaul network with a minimum battery backup specified by the wireless ISP provider.
- Design, engineer, and construct a network that is both on-time and on-budget.
- Engineer a detailed closeout package showing photos, test results, and finalized project descriptions.
- Ensure all regulatory needs are met and proper signage is posted at each tower location.
- Ensure the towers and equipment cabinets are properly fenced off and are accessible for servicing after job completion.
- This must be a turnkey solution where the chosen Engineering firm engineers and coordinates all aspect of this project.

### 3.4. Community Development

Working with a group of key education, library and other agency and community program leaders, the consultant will:

- Identify key digital literacy and inclusion metrics for Vinton and Meigs counties; carry out a baseline “situation analysis” using those metrics.
- Develop digital inclusion objectives for the two counties, and a multi-year digital inclusion community plan to accomplish them.
- Identify existing community resources that could be mobilized in support of the digital inclusion community plan, along with potential collaborations that would facilitate effective use of those resources.
- Develop a working estimate of additional resources needed to fully implement the proposed digital inclusion community plan, along with a scan of potential sources.
- Prepare an initial workplan for community leaders to move forward with implementation of the proposed digital inclusion community plan.

### 3.5. Backhaul Services

- Complete integrated tower backhaul design based on carrier and WISP implementation details
- Install and implement all the necessary technology and infrastructure to support required backhaul transport from infrastructure towers
- Filing for any required licenses with the FCC

- Coordination of any new microwave paths and selection of equipment which meets the specifications set forth by service providers
- Testing and verification of correct alignment, and implementation of the new system

### 3.6. Public Private Partnership Design

The County will collaboratively enter into written lease agreements with private companies to allow the private companies to utilize space on the telecommunication towers.

- The County will determine the location of the telecommunication towers as provided for herein.
- The County will need to enter into Property Lease Agreements with the property owners where the telecommunication towers are to be located.
- The County will enter into Telecommunication Tower Lease Agreements with the private companies who seek to utilize space on the publicly owned telecommunication towers. The Telecommunication Tower Lease Agreements will allow for the non-exclusive location of the equipment on the cell towers and be for a set period of time. The Telecommunication Tower Lease Agreements will need to describe and address all matters related to the lease of space and the utility right of way easements to be provided.
- The County will need to enter into Maintenance and Operation Agreements with the private companies who will lease space on the telecommunication towers.
- The County will need to enter into Right of Access Easements for the purpose of installing and maintaining the equipment to be located on the telecommunication towers.
- All leases, agreements and easements will need to be recorded on the property where the telecommunication towers are to be located.

### 3.7. Tower Construction

Quotations for the construction of three (3) 195ft self-supporting Lattice Towers, should include but not be limited to the details presented below.

- Complete Installation and grounding of a communication tower.
- The communication tower must collapse vertically according to our current Village code.
- The communications tower must include climbing apparatus and safety clips
- Furnish and install all associated mounting hardware, wiring, piping, insulation, couplings, connectors or other associated items that apply to best practice installation requirements.
- Provide three (3) year minimum warranty on all equipment and installation.
- Tower and Power Supplies
  - All towers must be designed for at least 75 MPH basic wind in accordance with TIA/EIA-222-G.
  - All towers must be designed for 75 MPH wind with 0.050" ice.
  - All Steel components must be hot dipped galvanized.
  - Self-supporting towers will be 195' tall, bolted construction.
  - All towers must have an OSHA-approved safety climb system for two-man safe operation with climb harnesses.
  - All towers must have required (FAA, FCC, etc.) warning/signal lights and monitoring and outage alerts via cell or landline phone.
  - The tower must be grounded at all points with EIA grounding materials.
  - The tower must be installed in accordance with the design engineers' stamped drawings.

If you feel there are key pieces of information that are not included, please include those with your quote.

### 3.8. Real Estate Activities

- Perform preliminary candidate searches and prepare candidate information packages for leasing, permitting, viable land use and construct ability
- Coordinate local, federal and state regulatory compliance including FCC, FAA, NEPA, SHPO & THPO
- Verify zoning/permitting processes with jurisdictional personnel
- Review zoning or permit drawings for compliance with the municipality / jurisdiction requirements
- Prepare zoning and permitting applications
- Obtain all municipal, state and/or county right-of-way land use approvals as required
- Review and interpret site lease and customer contracts/legal documents to ensure compliance
- Coordinate surveys, environmental reports, structural analysis, regulatory reports, lease exhibits & construction drawings as required
- Ability to effectively negotiate and leverage knowledge of current market lease rates and lease terms
- Obtain landlord approval on construction drawings and zoning/permitting applications

### 3.9. Maintenance Services Required

Communications towers (both guyed and self-supporting) are to be inspected annually for maintenance purposes and to extend the useful life of the structures and associated equipment. The inspections are to include tower structures, foundations, anchors, guy wires, fittings, guy wire tension, tower alignment, paint, obstruction marking, antennas, dishes, transmission lines, grounding and lighting. Detailed written reports shall be prepared and submitted along with digital photos notating discrepancies for each communications tower and associated equipment. Inspections shall include, but not limited to the following conditions or items:

- a. General Tower Structure Condition
- b. General Conditions
- c. Anchors and Foundations
- d. Tower Vertical Alignment
- e. Insulators (if applicable)
- f. Paint and Obstruction Marking
- g. Surface Condition
- h. Electrical and Lighting Systems
- i. Antennas and Dishes
- j. Transmission Lines and Waveguide
- k. Tower Top Amplifiers
- l. Grounding
- m. Tower Assembly Profiling

- n. Tower Dismantling and Removal
- o. Coaxial Cable and Elliptical Waveguide Hanger Replacement
- p. Service, Materials and Exceptions
- q. Service Calls

## 4. RFQ RESPONSE

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE RESPONDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), THE SPECIAL PROVISIONS (PART B), AND THE TECHNICAL SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID RESPONDER MAKES THIS RESPONSE.

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS RESPONSE PACKAGE TO BE CONSIDERED BY Vinton County Development Department

EXCEPTIONS TO RESPONSE: NOTES - ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS RESPONSE TO BE REJECTED BY Vinton County Development Department.

1. The following represents every deviation (itemized by number) to the foregoing General Terms and Conditions (Part A), the Special Provisions (Part B), and the Scope of Work (Part C) upon which this Response is based, to wit:

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### 4.1. RFQ RESPONSE

The following cover pages correspond with the evaluation criteria listed in Special Provision, Part B, Paragraph 6. Each cover page lists a summary of the information to be included in that section.

Please use the cover pages to organize your RFQ response as outlined. Response Sections are titled:

- A. Company Overview, References, Response Time, Inspection and/or Profiling Documents.
- B. Personnel: Qualifications and Certifications
- C. Related Project Experience
- D. Vendor Declaration
- E. Vendor Application

### 4.2. Section A – Company Overview Profiling Documents

References, Response Times and Inspection and/or Responses must include the following information, at a minimum (Provide three references of current customers whose programs would be similar to your response for the Vinton County Development Department.

Item	Response
Company History / Years in Business	
Description of All services Provided	

Other Information	
<b>Reference 1</b>	
Company Name and Address	
Contact Person Name and Title	
Telephone Number	
Email Address	
Project Description	
Other Information	
<b>Reference 2</b>	
Company Name and Address	
Contact Person Name and Title	
Telephone Number	
Email Address	
Project Description	
Other Information	

**4.3. Section B – Personnel: Qualifications and Certifications**

Responses must include the following information, at a minimum:

Item	Response
Number of Crews	
Years of Experience of each Employee assigned to Project	
Qualifications and Certifications of Personnel assigned to Project	

**4.4. Section C – Related Project Experience**

Please provide examples of similar projects which the company has completed or has in progress.

Project	Notes / Description
Category of Services	
Location	

Project Dates	
Description	
Other Information	

#### 4.5. Section D – Vendor Declaration

Please submit a scanned version of this portion of the submittal documents

VENDOR NAME:

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The undersigned has carefully examined the RFQ package and all conditions affecting the cost of the service required by the Vinton County Development Department.

The undersigned certifies that any exceptions to the RFQ specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of award.

We hereby propose to furnish the services and/or commodities described herein in accordance with the RFQ package, except as noted on attached Exceptions Form.

At this present time, we understand all requirements and state that as a serious Responder we will comply with all the stipulations included in the RFQ package.

The above-named Responder affirms and declares:

- a. That the Responder is of lawful age and that no other person, firm or corporation has any interest in this response or in the Contract proposed to be entered into;
- b. That this response is made without any understanding, agreement, or connection with any other person, firm or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud;



- c. That no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

The undersigned also agrees that this response shall remain open for an evaluation period of ninety (90) calendar days following the opening of responses.

Respectfully submitted,

By \_\_\_\_\_ (Please Print)

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

#### 4.6. Section E - Vendor Application Form

Vinton County Commissioners Development Department  
205 S. Market Street  
McArthur, Ohio 45651

To establish your business as a supplier to the Vinton County Commissioners Development Department please provide the following documentation along with this completed application:

1. Completed and Signed IRS Form W9
2. Certificates of Liability & Workers' Compensation Insurance for on-site service providers.

Completed forms may be sent to [dev.dept@vintonco.com](mailto:dev.dept@vintonco.com)

Business Name (As shown on your invoice):

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Federal Tax ID No. \_\_\_\_\_ OR Social Security No. \_\_\_\_\_

Check One: Corporate Entity \_\_\_\_\_ Non Corporate (1099) \_\_\_\_\_ Sole Proprietor (1099) \_\_\_\_\_

Owner's Name as per IRS records, if reporting under SS#

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Business Type: Commodity \_\_\_\_\_ Services \_\_\_\_\_

(Provide Certificates of Insurance if working on Vinton County Development Department property)

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: (If available) \_\_\_\_\_

Mailing Address:

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Remit to Address (Checks are to be mailed to):

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