

**DEVELOPMENT AND MANAGEMENT OF A  
WIRELESS TELECOMMUNICATIONS FACILITY  
RFP NO. PW-2020-10**

ISSUE DATE:	March 4, 2020
DUE DATE	April 7, 2020, 10:00 AM
ADDRESS	Town of Purcellville Attn: Procurement Specialist 221 S. Nursery Ave. Purcellville, VA 20132
CONTACT INFORMATION	Kathy Elgin, Procurement Officer <a href="mailto:kelgin@purcellvilleva.gov">kelgin@purcellvilleva.gov</a>

ADDENDA DISCLAIMER: Please note that any addenda issued for this solicitation will be posted to the Town of Purcellville's Bid Board. To register for notice of solicitation's and addenda, go to <http://www.purcellvilleva.com/bids.aspx>.

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**DEVELOPMENT AND MANAGEMENT OF A  
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RFP NO. PW-2020-10**

- I. PURPOSE AND BACKGROUND-** The objective of this Request for Proposal (RFP) is to obtain the services of a qualified licensed firm to develop and manage a wireless telecommunications facility for the Town of Purcellville, Virginia (the “Town”).

The Town requires the successful offeror (also referred to herein as “Contractor”) to enter into an agreement to develop, market, and manage a wireless telecommunications facility on a site owned by the Town. Firms must demonstrate their ability to market, develop, sublicense, manage, and maintain a telecommunications facility. The Town expects to enter into a 25 (twenty-five)-year License Agreement subject to up to four 5-year renewals with the Contractor,

The Town’s goals are to: (i) increase the bandwidth and capacity of wireless communications in the Town, particularly in the southwest portion of the Town, (ii) improve municipal communications, (iii) maximize municipal revenues, (iv) minimize aesthetic impact to the community, and (v) accomplish these goals in as little time as reasonably possible. The selected offeror must demonstrate real estate expertise, financial stability, site development and project management proficiency with managing a telecommunications facility on government owned property. The sole compensation to the successful offeror will be the payments it negotiates and receives from third parties for the use of the telecommunications facility it constructs on Town property.

The requirements as set forth in this RFP were prepared with the best information available to the Town. However, the Town is open to the ideas and advice from those expert in the telecommunications industry as to the best approach to accomplish these goals. The Town welcomes comments in response to this RFP about any terms or conditions included herein that are problematic, or terms and condition excluded from this RFP that are recommended to be included.

- II. SCOPE OF SERVICES -** The Contractor shall provide all labor, materials and expenses to fully perform the following obligations, and shall perform all such obligations in compliance with all applicable regulations. The Contractor shall:

1. Perform soil study and site analysis of property located at 1001 S. 20<sup>th</sup> Street, Purcellville, Virginia (“Property”) in order to identify the recommended location for a telecommunications facility;
2. Analyze existing cell coverage throughout the Town and, in particular, the southwest quadrant of the Town;
3. Recommend a monopole cell tower height that will: (a) improve cell coverage and bandwidth in the Town and, in particular, the southwest quadrant of the Town, (b) accommodate municipal equipment to improve municipal communications; and (c) accommodate four or five telecommunications equipment arrays and associated equipment. The Town’s equipment will not occupy more than 20% of the tower’s structural load capacity. The type of telemetry anticipated by the Town includes small radio/whip type antennae’s for Public Safety, Water Meter Reading, SCADA and a small approximately 1foot microwave transceiver(s);

4. Recommend the preferred boundaries of the telecommunications facility site (“Site”) within the Property;
5. Market the Site to Approved Carriers. Provide a proposal to describe how the Town Site is to be marketed to Approved Carriers.
6. Design, engineer, and construct a new telecommunications facility, to include all associated expenses. This shall include a tower and foundation design for a telecommunications facility that can accommodate up to 4 or 5 equipment arrays. Prior to allowing any equipment on the tower, the Contractor shall require that plans depicting the equipment, certified by a licensed engineer, be submitted to the Contractor for review. The Contractor shall cause such plans to be reviewed by a licensed engineer who shall evaluate the submitted plans as well as the proposed cumulative load on the tower. The Contractor shall approve such equipment for location on the tower only if the Contractor’s licensed engineer first affirms in writing that the tower has adequate capacity to hold the proposed load, as well as the cumulative load of all the equipment proposed to be located on the tower. Prior to undertaking such an engineering review, the Contractor and his licensed engineer shall obtain from the Town agreement as to the appropriate engineering standards to be used.
7. Prepare site construction package, to include a license exhibit, zoning and permitting drawings.
8. Prepare architectural renderings and engineering design drawings, and provide as-builts in both hard copy as well as electronic format.
9. Take all steps necessary to secure all necessary governmental approvals, including Federal Aviation Administration, abatement quotes, environmental studies, storm water management studies, building permits, site plan approvals, easements, and any other governmental approval required for the construction of a new telecommunications facility, provided, however, that if the parties agree that the telecommunications tower should be built to height that is taller than the maximum height allowed under the Zoning Ordinance, then the Town shall be responsible for submitting an application to amend the Zoning Ordinance and shall conduct all required public hearings. Any such Zoning Ordinance modification is within the sole discretion of the Town Council; the Town does not guarantee that the maximum height allowed under the Zoning Ordinance will be increased.
10. Negotiate sub-license agreements for use of the telecommunications facility with third party Approved Carriers.
11. Provide Town with monthly rental and income reports for the Site managed by the Contractor; provide the Town with prompt updates for changes that occur at the telecommunications facility, including all new installations, upgrades, and equipment removals
12. Establish formal evaluation and quality control procedures by which the Town can monitor each obligation of the Contractor under a license agreement. The evaluation and quality control procedures must provide sufficient information to allow the Town to monitor the Contractor’s progress and effectiveness, and shall include a summary of the Contractor’s licenses and marketing efforts so that the Town can evaluate the effectiveness of the services provided on an annual basis. The Contractor shall submit the quality control report to the Town not later than June 1 of each contract year.

13. Pay any taxes due as a result of the telecommunications facility.
14. Allow the Town to utilize space on the tower and Site for its municipal equipment, as specified in this RFP.
15. Pay the Town an agreed percentage of gross revenues from the telecommunications facility
16. The site is zoned Industrial/Public.
17. Pursuant to Article 4, Section 1.2.3.6 of the Town of Purcellville Zoning Ordinance, the height of the communication tower is currently limited to 125 feet. Should an increase in height be necessary, Town Staff will assist in requesting a change to the zoning ordinance.
18. Pursuant to Article 4, Section 1.1 of the Purcellville Zoning Ordinance, a special use permit will be required for construction. The Town agrees to waive the fee requirements for this special use permit.

**III. CONTRACT TERMS AND CONDITIONS** - Offerors are to submit a sample contract with their proposal. The Town intends to negotiate a final contract with the selected provider.

**IV. EVALUATION OF PROPOSALS: SELECTION FACTORS** - The criteria set forth below will be used to evaluate proposals and select the successful offeror. Each proposal shall include statements describing how the following objectives will be met:

<b>Objectives / Selection Criteria</b>	<b>Weights</b>
1. Increased bandwidth or capacity	30
2. Increased coverage area	30
3. Revenue to the Town is maximized	15
4. Space allotted on tower for municipal equipment	10
5. Speed at which project can be delivered to Town	10
6. Tower design's visual impact on community	5

Each member of the Town's Proposal Analysis Group will independently read and evaluate each proposal based on the stated evaluation criteria above. The individual scores will be compiled to determine the preliminary ranking of firms. The Proposal Analysis Group will conduct interviews and have discussions with the top ranked firms. After the initial interviews, the Proposal Analysis Group will re-rank the firms using information gathered to this point.

Negotiations will continue with the top 2 or 3 top ranked firms. At the end of negotiations, the firms may be asked to submit their best and final offer (BAFO) to the Proposal Analysis Group. The Group will determine which Offer is in the best interest of the Town, and then make a recommendation for contract award.

**V. PROPOSAL SUBMISSION FORMAT** – Each proposal shall describe the offeror's qualifications and understanding of the work to be performed. Offerors shall address the submission elements listed below, in the order presented below. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

1. **Offeror Organization:** This section of the proposal shall contain the following minimum information:
  - A. **General:** Location of the offeror's headquarters; nearest offices; applicable phone and facsimile numbers; and any other pertinent information relative to the size and organizational structure of the company.
  - B. **Project Team:** An organizational chart and written description of the proposed Project Team, with the names and titles of the key individuals shown. Include a supporting narrative to describe the qualifications, education and experience of personnel to be assigned.
  - C. **Financial Data:** Pertinent data which demonstrates the offeror's corporate capability to successfully perform. Shall include information on the financial stability of the firm; e.g., annual financial reports and statements, Dun and Bradstreet and/or other credit bureau ratings.
  - D. **Subcontractor Data:** Identify all subcontractors (including consultants, advisors and suppliers) to be used and describe specific responsibilities, qualifications, and background experience of all key personnel. Include evidence of financial stability for each major subcontractor, consultant or advisor.
  
2. **Experience:**
  - A. **Offeror:** Describe the offeror's prior related experience and expertise in providing equivalent management and development of wireless telecommunication base station facilities in similar size and scope to that specified. Responses must include the names, addresses, and phone numbers of contact persons; size and scope (magnitude and complexity) of that served; date of award and period of performance.
  - B. **Offeror/Subcontractor Profiles:** This section shall include recent data describing the current organization, date of incorporation, dollar volume, number of employees, home office location, and other company profile information. A profile must be completed for the primary vendor and any subcontractor that will be assigned to the project.
  - C. **Offeror/Subcontractor References:** A list of five (5) references for the offeror and Subcontractor(s) for which each has provided Management of Wireless Telecommunication Base Station Facilities within the last three (3) years. References shall have been operating the systems for not less than three (3) months.
  
3. **Project Understanding:** Provide a written narrative statement to demonstrate your understanding of developing, marketing, building, maintaining and managing a wireless telecommunications base station from a technical approach.

4. **Approach/Methodology:** Provide a written narrative describing the approach/methodology to providing services. Describe the phases or segments, if any, into which the proposed program can logically be divided and performed. Include flow charts, GANT charts or bar charts to show the detailed project timeline. The technical narrative should address separately each of the tasks described in the Scope of Work and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the Offeror.

This section should include a description of:

- A. The proposed approach and timing for identifying the site on the Property;
  - B. The proposed approach and timing for obtaining all governmental approvals and permits for construction;
  - C. The cost to and ability to fund construction of the telecommunications facility;
  - D. The proposed approach and timing to market the telecommunications facility;
  - E. The anticipated leasing/licensing procedure;
  - F. An anticipated project plan, listing all milestones and the approximate duration of each milestone. Anticipated any significant difficulties and specific techniques to be used should be addressed.
5. **Project Fees:** Each offeror's proposal shall contain a complete, itemized breakdown of all fees proposed to be paid to the Town. Offerors must provide a projection of anticipated quantities and average annual gross revenues for Sub-Licenses or licenses to 3rd parties of space on the telecommunications facility. Such fees may include base rent, land lease, and a percentage of revenue from licenses issued by the Offeror to third-parties, or any combination thereof. In addition, the offeror must provide the proposed percentage of annual gross revenues if intends to share with the Town under the public/private agreement.
  6. **Mandatory Forms:** The Reference Form, RFP Submission Form, State Corporation Commission Identification Number, and the Trade Secrets or Proprietary Information Forms starting on page 15 MUST be included with your proposal.

## VI. INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Before submitting a proposal, read the ENTIRE solicitation. Failure to read any part shall not relieve the Contractor of its contractual obligations. Technical and Price proposals are to be submitted and may be in the same containers. Include other information as requested or required. The proposal container must be completely and properly identified. The face of the container must indicate the RFP number, time and date of acceptance, and the title of the RFP.  
  
Proposals must be received by the Procurement Officer PRIOR to the hour specified as the due date. Proposals may either be mailed or hand delivered to Town of Purcellville, ATTN: Procurement Officer, 221 S. Nursery Ave., Purcellville, VA 20132. Faxed and e-mailed proposals will NOT be accepted.
2. **Questions and Inquiries** - Questions and inquiries must be submitted in writing to the Procurement Officer. The Procurement Officer is the sole point of contact for this solicitation.. Unauthorized contact with other staff regarding the RFP may result in the

disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing with an Addendum provided however, that all questions are received at least ten (10) days in advance of the proposal due date. It is the responsibility of all offerors to ensure that they have received all addendums. Addendums can be downloaded from the Town's bid board found at [www.purcellvilleva.gov](http://www.purcellvilleva.gov). Addendums will be directly emailed to those offerors that register on the Town's bid board.

3. **Proprietary Information** - Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.
4. **Authority to Bind Firm in Contract** - Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE and AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page.
5. **Preparation and Submission of Proposals**
  - A. All proposals shall be signed in ink by the individual or authorized principals of the firm.
  - B. All attachments to the RFP requiring execution by the firm are to be returned with the proposals.
  - C. Each firm shall submit one original and three copies of their proposal to the Town's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.
6. **Withdrawal of Proposals**
  - A. All proposals submitted shall be valid for a minimum period of one hundred and eighty (180) calendar days following the date established for acceptance.
  - B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
  - C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.
7. **Town Furnished Support/Items** - The estimated level of support required from Town personnel for the completion of each task shall be itemized by position and hours or days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The Town may furnish these facilities if the Town considers them reasonable, necessary, and available for the Contractor to complete his task.
8. **Subcontractors** - Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The Town reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the Town. Any such replacement shall be at no additional expense to the Town nor shall it result in an extension of time without the Town's approval.

9. **References** - All offerors shall include with their proposals, a list of at least three current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
10. **Late Proposals** - LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.
11. **Rights of Town** - The Town reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to the offeror that will, in the judgment of the Town, best serves the interest of the Town. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.
12. **Prohibition as Subcontractors** - No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
13. **Proposed Changes to Scope of Services** - Proposals must clearly identify and deviations from the Scope of Work described herein. The Town reserves the right to accept or reject any proposed change to the scope.
14. **Miscellaneous Requirements**
  - A. The Town will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
  - B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Procurement Officer will schedule the time and location for this presentation.
  - C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the Town.
  - D. The Town reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the Town. Offerors whose proposals are not accepted will be notified in writing.
15. **Notice of Award** - A Notice of Award will be posted on the Town's web site ([www.purcellvilleva.gov](http://www.purcellvilleva.gov)).
16. **Protest** - Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.
17. **Debarment** - By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the Town, or in a procurement involving federal funds, by the Federal Government.

18. **Proof of Authority to Transact Business in Virginia** - An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.
19. **Cooperative Procurement** - As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.
20. **W-9 Form Required** - Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
21. **Insurance Coverage** - The Contractor shall, at all times during the Contract period and for any additional periods specified in this Addendum, comply with all aspects of and obligations under this Addendum. Neither the Contractor nor its sub-contractors shall commence work under the Contract until the Town has received all Certificates of Insurance and endorsements required under the terms of this Addendum.

**General Liability and Excess Liability.** The Contractor shall maintain at its cost general liability insurance and excess general liability insurance, in coverage amounts that meet or exceed the minimum limits that immediately follow this paragraph. The Contractor's general liability and excess liability policies shall be written and maintained on an occurrence basis, with an insurer licensed to conduct business in the Commonwealth of Virginia, and shall be maintained at all times during the Contract period. The Contractor shall maintain products-completed operations hazard coverage at all times during the Contract period, and for three years after the Contract has terminated or expired. The insurer must have an A. M. Best rating of A- or better. The Contractor's general liability and excess liability policies shall be endorsed to name the Town of Purcellville as an additional insured and shall be endorsed to provide that the Town of Purcellville, as an additional insured, is entitled to receive 100 percent of the benefits and coverages provided to the named insured under the policies for liabilities arising from the Contractor's work under the Contract. Any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage, unless a separate endorsement for that coverage is attached. The insurance provided under the general liability additional insured endorsement shall be primary and shall be fully exhausted without contribution from any other insurance provided by or available to the additional named insured. If the insurance provided under the general liability additional insured endorsement is exhausted, then the

insurance provided under the excess liability additional insured endorsement shall cover the remainder of any liabilities without contribution from any other insurance provided by or available to the additional named insured, until it has been exhausted. Any additional insured endorsement must provide that the Town of Purcellville is entitled to separate defense counsel from the Contractor, and that the Town of Purcellville's defense costs will be calculated outside the relevant policy limits.

Minimum General Liability Insurance Coverage Limits:

- a. \$1,000,000 each occurrence under Coverage A (bodily injury and property damage)
- b. \$1,000,000 for each occurrence per person or organization under Coverage B (personal injury and advertising injury)
- c. \$2,000,000 aggregate limit per policy period for all but products-completed operations hazard coverage
- d. \$2,000,000 products-completed operations hazard coverage aggregate

Minimum Excess Liability Insurance Coverage Limits:

- a. \$3,000,000 each occurrence
- b. \$3,000,000 aggregate limit per policy period

Workers' Compensation. The Contractor shall maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage shall be provided by an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The Contractor shall also carry Employers' Liability Insurance in amounts that meet or exceed the minimum coverage limits that immediately follow this paragraph.

- a. \$1,000,000 bodily injury each accident
- b. \$1,000,000 bodily injury by disease each employee
- c. \$1,000,000 bodily injury by disease policy limit

Automobile. The Contractor shall maintain automobile liability insurance, in coverage amounts that meet or exceed the minimum limits that immediately follow this paragraph. The coverage is to be written only with a symbol "1" or "any auto." Coverage shall be provided by an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. Coverage shall be either on an occurrence-basis, or on a claims-made basis with an "extended reporting period" endorsement that extends the reporting period by a minimum of three years past the date on which insurance coverage expires or is terminated. The Town of Purcellville must be endorsed as an additional insured on the Contractor's automobile liability policy; a notation on the Certificate of Insurance is insufficient. The insurance provided under the additional

insured endorsement shall be primary and without contribution from any other insurance provided by or available to the additional insured.

- a. \$1,000,000 bodily injury coverage for each accident
- b. \$1,000,000 property damage coverage for each accident

Professional Liability. The Contractor shall maintain professional liability insurance, in coverage amounts that meet or exceed the minimum coverage limits that immediately follow this paragraph; such insurance shall cover claims of negligence, wrongful acts, misrepresentation, violation of good faith and fair dealing, inaccurate advice, errors, and omissions. Coverage shall be provided by an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. Coverage shall be either on an occurrence-basis, or on a claims-made basis with an “extended reporting period” endorsement that extends the reporting period by a minimum of three years past the date on which insurance coverage expires or is terminated.

- a. \$2,000,000 each occurrence or claim
- b. \$3,000,000 aggregate limit per policy period

Certificate of Insurance; Endorsements. Prior to the commencement of work under the Contract, the Contractor shall provide the Town all Certificates of Insurance and endorsements necessary to demonstrate compliance with the terms of this Addendum. Certificates of Insurance and copies of endorsements must be issued by the Contractor’s insurer or insurance agent. The Contractor shall cause its insurer or insurance agent to furnish a new Certificate of Insurance and required endorsements prior to any change to or cancellation of an existing insurance policy; the failure of the Contractor to cause prompt delivery to the Town of a new and valid Certificate of Insurance and required endorsements upon any change to or cancellation of an insurance policy already approved by the Town shall result in, at the sole discretion of the Town, termination of the Contract or suspension of all payments due to the Contractor until a new Certificate of Insurance and required endorsements is furnished.

Waiver of subrogation required. All of Contractor’s insurance policies shall provide that the insurer waives all rights to assert a subrogation claim against the Town and its officers, officials, employees, agents, assigns and volunteers. The Contractor shall cause such waiver of subrogation to be specified and properly indicated on each Certificate of Insurance.

Deductibles and Self-Insured Retention. The Contractor shall disclose to the Town upon request the amount of all deductibles and self-insured retentions for its General Liability, Excess Liability, Automobile Liability, and Professional Liability policies. The Town reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its deductible and self-insured plan obligations. The Contractor

will be permitted to provide evidence of its ability to fully fund the deductible or self-insured retention. The Contractor shall pay all deductibles and shall be liable for all amounts awarded or due that exceed the Contractor's coverages.

Notice of Insurance Change or Cancellation. The Contractor's insurance policies shall be endorsed to require that the insurer provide to the Town of Purcellville all notices that the insurer provides to the first named insured, at the same time as such notices are provided to the first named insured. The Town's failure to timely receive such notices shall allow the Town to, in its sole discretion, terminate the Contract or suspend all payments due to the Contractor until a new Certificate of Insurance and required endorsements is furnished.

Contract Termination; Insolvency. Failure to maintain all required insurance, endorsements and Certificates of Insurance constitutes grounds for the Town to, at its sole discretion, immediately terminate the Contract, or order the Contractor to cease all activities under the Contract until all insurance requirements are met.

Insurance of Sub-Contractors. The Contractor shall require all of its sub-contractors to comply with all provisions of this Addendum, including maintenance of the same insurance coverages. Compliance by the Contractor and any of its sub-contractors with the insurance requirements under this Contract shall not relieve the Contractor or any of its sub-contractors of their liabilities and obligations under this Contract. Nothing contained in this Contract shall be construed to create a contractual relationship between the Town and any sub-contractor of the Contractor. The Contractor shall be fully responsible to the Town for the acts and omissions of the Contractor's employees, the Contractor's sub-contractors, and the employees of any sub-contractor.

Alternative Insurance Coverages. If the Contractor cannot meet the specifications required by these insurance requirements, alternative insurance coverages, satisfactory to the Town Manager, or his designee, may be considered and accepted by the Town in its sole discretion, if proposed by Contractor in its proposal of work to the Town.

Indemnity; Waiver. The Licensee shall defend, with legal counsel acceptable to the Town, and indemnify and hold harmless the Town from all losses, costs, claims (including claims involving infringement of patent or copyright), causes of actions, demands, and liabilities arising from, due to, or as a result of: (a) any action by any carrier who has a sub-license agreement with the Licensee, or with whom Licensee has had negotiations concerning the Site, (b) Licensee's construction on or use of the Site, and (c) any issue otherwise arising from or related to Licensee's rights and obligations under this Agreement. The Licensee's indemnification of the Town shall be complete, and shall include, but not be limited to: the cost of investigation, all expenses of litigation, the cost of all appeals, and all attorneys' fees and court costs. In addition to the Town, the Town's board members, staff, officers, agents, servants, employees, and volunteers shall be beneficiaries of Licensee's indemnification.

The Licensee hereby waives any right of recovery against the Town and its employees and officers for any claim, loss, liability, injury or damage that is covered by any policy of property insurance maintained by the Licensee (or would have been insured against if Licensee had complied with its obligations under this Agreement) with respect to this Agreement or the Site. The Licensee shall cause its insurers to issue appropriate *waiver of subrogation rights* endorsements to all policies of insurance carried in connection with the Site.

**REFERENCES**

Reference for: \_\_\_\_\_.

OFFERORS shall provide references on this form. References should be for similar clients as the Town. The Town may contact the references provided, and information from the references will be used as a part of the management skills evaluation.

1. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

2. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

3. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

4. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

5. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**RFP SUBMISSION FORM**

**SECTION I – COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE**

Company \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ E-mail \_\_\_\_\_

Organized under the laws of State of \_\_\_\_\_

Principal place of business at \_\_\_\_\_

Listed below are the names and addresses of all persons having ownership of 3% or more in the company (attach more sheets if necessary):

Name \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION II – EMPLOYEES NOT TO BENEFIT**

I (we) hereby certify that if the contract is awarded to our company, partnership, or corporation, that no employee of the *Town of Purcellville*, or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

**SECTION III – CONFLICTS OF INTEREST**

This solicitation is subject to the provisions of Va. Code Ann. Section 2.1-639.2 et seq., the State and Local Government Conflict of Interests Act. The Offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If such a conflict exists, the offeror is prepared to sign a non-disclosure agreement.

**SECTION IV - PROPOSAL SIGNATURE**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP FN-2019-03. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the offeror represents that in the preparation and submission of this proposal, said offeror did not, whether directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign and bind the offeror to the proposal submitted and any resulting agreement with the Town of Purcellville.

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME (print): \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME (signature): \_\_\_\_\_

FED/TAX ID NO: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ DATE: \_\_\_\_\_

## **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**

All offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in the proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized. See Section 2.2-4311.2 of the Code of Virginia, as amended.

Any offeror that fails to provide the information required by this Section shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the chief executive of the Town.

1. Enter State Corporation Identification Number: \_\_\_\_\_
2. Attach Statement, if required:

**TRADE SECRETS OR PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, provided, however, that the offeror invokes the protection of Va. Code Section 2.2-4342 (F) prior to, or upon submission of the data or materials. Offeror must identify the data or materials to be protected and state the reasons why protection is necessary. Please mark one:

- ( ) No the proposal submitted does not contain any trade secrets and/or proprietary information.
- ( ) Yes, the proposal submitted does contain trade secrets and/or proprietary information.

If Yes is selected above, please clearly identify below the exact data and/or other materials to be protected and list all applicable pages of the proposal document containing such data and/or materials:

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The proprietary or trade secret material submitted must be CLEARLY IDENTIFIED by some distinct method such as highlighting or underlining within the body of the proposal document and must indicate only the specific words, paragraphs, pictures or figures that constitute trade secrets or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

State the reason(s) why protection is necessary:

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If the data and/or materials to be protected are not identified above and within the body of the proposal document and the reason(s) for protection are not provided, the Offeror will not have invoked the protection of Section 2.2-4342(F) of the Code of Virginia, as amended. Accordingly, effective upon award of the agreement, the proposal will be open and available for public inspection consistent with all applicable law.



**DEVELOPMENT AND MANAGEMENT OF A  
WIRELESS TELECOMMUNICATIONS FACILITY  
RFP NO. PW-2010-10**

**ADDENDA NO 1  
03/26/2020**

Under the authority of the Town Manager, the bid opening date for the submission of RFP's for the Development and a Management of a Wireless Telecommunications Facility is hereby extended from April 7, 2020 to April 21, 2020 at 10:00 AM due to unpredicted circumstances that are beyond our control, which is impacting local respondents from meeting the deadline.

Kathy S. Elgin, CPPO, CPPB  
kelgin@purcellvilleva.gov  
Procurement Specialist  
Issued 03/26/2020