



Lincoln County Sheriff's Office

Request for Sealed Proposals

for

Meadow Peak Communications Tower Project

November 2022

I. Introduction

Lincoln County ("County") is initiating this Request for Proposals ("RFP") to solicit sealed bid proposals from qualified professional firms ("Contractor") to provide all labor, equipment, materials, and civil work required to design, construct, and install a sixty-foot (60'), self-supporting telecom tower.

Pursuant to MCA 18-1-201, each proposal must be accompanied by a Certified Check, Cashier's Check, or Bid bond payable to Lincoln County in the amount of ten percent (10%) of the total amount of the proposal. Additionally, pursuant to MCA 18-1-203, the form of security which shall accompany the bid must be either (i) lawful money of the United States; (ii) a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a federally chartered or state-chartered bank insured by the federal deposit insurance corporation; or (iii) a bid bond, guaranty bond, or surety bond executed by a surety corporation authorized to do business in the state of Montana.

The successful proposer shall forfeit to County their security if they fail or refuse to enter into a contract within the time specified. Security of unsuccessful proposer shall be returned upon acceptance of the successful proposal.

All proposals shall remain effective for a period of one hundred twenty (120) days from the date of opening. County reserves the right to consider or reject any and all proposals, and further to waive any defects or irregularities. All proposers must use the proposal form, if any, supplied with the specifications. A contract will be awarded to the lowest best value, most responsible proposer, and deemed to be in the best interest of County.

All proposers are expected to be aware of and to abide by all state and federal statutes, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Board of Commissioners reserves the right to reject any or all bids, to waive irregularities, or to accept any proposal they deem to be in the best interest of County.

II. Project Description

Lincoln County, Montana, on behalf of many local, state, and federal public safety partners, desires to construct a free-standing 60' radio communications tower in the vicinity of SW ¼ Sec. 20, T27N, R26W, Elevation 6701' (Meadow Peak) to enhance public safety radio coverage in and around southeast Lincoln County. Due to snow at the site, the site is accessible approximately four months each calendar year. This site can be accessed by existing roads. See attached photographs.

III. Scope of Work and Specifications

While the scope described presumes the direct performance by the chosen consultant or firm, work may also be performed by a subcontractor to the firm. In such case, the proposal should state so, along with the subcontractor(s)' supporting qualifications to provide such services. In the event that the work is performed by a subcontractor to the firm, then the firm shall be responsible for subcontracting with them, as well as for reviewing the work product of such subcontractor(s) for quality and completeness. All services must comply with local law and permit conditions as well as

applicable federal, state, and local statutory, regulatory, recording, reporting, and other requirements.

IV. Scope of Work

The services below must be included in the scope of work of any submitted proposal, and must conform with the project specifications provided herein:

1. Design, construct, and deliver a 60 ft. self-supporting lattice style telecom tower.
2. Install the telecom tower on a concrete foundation.
3. Install subsurface PVC conduit from communications shack to tower.
4. Move existing site antennas to the new tower and install with coax runs.
5. Deliver as-built drawings to County upon completion.

V. Project Specifications

Work performed must conform to the following project specifications:

1. The tower should be left unpainted and constructed of dull, galvanized lattice-type steel.
2. The tower will be constructed approximately 20 feet westward of the current communication building. County will confirm tower location in person prior to commencement of construction activities.
3. The GPS coordinate of the tower site is 48.079666 degrees W, -114.989478 degrees N.
4. Prior to construction or installation, engineered drawings of the tower will be required to be submitted to Lincoln County for review/approval. Plans will be stamped by a licensed engineer. Engineering design should ensure that the tower complies with current structural and safety specifications and design standards.
5. The tower anchoring will be installed so that the tower's rotational aspect causes one leg to point toward the northwest corner of the communication building. Contractor will ensure that this aspect is discussed with County prior to concrete/anchor work.
6. Contractor shall design, supply, and construct all necessary components for a fully functional standard tower base foundation/anchor system/grounding system, compliant with all applicable laws, codes, and standards. Contractor shall supply all equipment necessary to transport and construct the foundation(s)/anchor(s)/grounding(s) according to all applicable laws, codes, and standards.
7. The tower foundation will be constructed with a sloped ground level surface that ensures outward drainage.
8. The design, installation, and loading shall account for wind speed and ice loads for a tower installation at the proposed site. The tower must conform to the tower manufacturer's foundation and erection criteria.
9. The tower necessitates the installation of best-practice mounting hardware to support nine (9) Telewave ANT150F2 Blue Stick type antennas with LMR-600 or half-inch Coaxial cable for the entire run from each antenna location, to the base, then subsurface approximately 20' to the communication building.
 - a. Three antenna stand-offs or mounting hardware systems attached to the tower at 60', one on each tower leg;
 - b. Three antenna stand-offs or mounting hardware systems attached to the tower at 40', one on each tower leg;

- c. Three antenna stand-offs or mounting hardware systems attached to the tower at 20', one on each tower leg;
10. The tower shall be equipped with a coax mounting hardware system sufficient to provide proper support for the nine antennas and associated coax cable.
11. The tower installation shall comply with Motorola R-56 interference standards for lightning grounding. The grounding system shall meet the more restrictive requirements of this specification and the most current referenced standards.
12. A safety-climb system shall be installed on the tower allowing a climber to remain connected to the safety-climb cable for the entire height of the tower. The safety climb cable shall be a 3/8 (0.375) inch diameter cable constructed from a corrosion resistant material and shall comply with the state requirements. The tower installation contractor should determine the appropriate side of tower for the safety-climbing system.
13. All equipment mounted on the tower shall be handled and installed in accordance with the manufacturer's recommendations to prevent damage to the equipment or the tower
14. Contractor shall design, supply, and erect all necessary equipment for a fully functional subsurface PVC cable conduit extending from underneath the communications building downslope to the nearest tower leg via two runs of 4-inch, schedule 80 PVC, ensuring a sloped PVC run of 1/4 (0.25) inch per foot or greater. Mitigate PVC ends for varmint, water intrusion, and drainage. Ensure any weather caps are compliant with all applicable laws, codes and standards. Contractor shall supply all equipment necessary to transport and erect the underground conduit and foundation(s) according to all applicable laws, codes, and standards.
15. Contractor shall install and/or relocate all site antennas to the new tower and run/connect all associated coax.
16. Contractor shall remove all tower erection and related debris upon completion of the tower and prior to final inspection.
17. Native soils and rocks to be back filled in the construction area to preserve natural-looking surroundings. This may include light concealment of the foundation surface with available native rock.
18. When ground disturbing activities occur during construction, Contractor will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify County, State and Forest Service.
19. Contractor shall be responsible for providing temporary power to the site.
20. Three (3) sets of as-built drawings shall be delivered to Lincoln County within fourteen (14) working days of completion of the tower. As-built drawings shall also be submitted in a legible electronic PDF format.
21. Final payment is subject to County project inspection and acceptance.

VI. County's Responsibilities

The County will be responsible for the following:

1. Provide a site plan description and documentation of the proposed project.
2. Provide access to the property.

3. If a respondent desires to visit the site where the tower is to be constructed and/or view photo documentation of the project site, such a visit or view can be arranged by contacting the person identified in Respondent Instructions elsewhere in this RFP.

VII. Insurance Requirements

The selected contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any subcontractor of Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise: (a) Worker Compensation: Contractor shall comply with all State of Montana Regulations concerning Workers' Compensation insurance coverage. (b) General Liability insurance with minimum limits of: ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) per job aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision. (c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than: ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate (d) Professional Liability & Errors and Omissions Insurance policy with a minimum of: ONE MILLION DOLLARS (\$1,000,000) per claim This policy shall provide coverage to protect Contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation. With respect to each of Contractor's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the County, and the County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the County, its officers, or its employees, or carried by or provided through any insurance pool of the County, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

VIII. Proposal Content

All proposals should be concise and clear and should convey all the information requested by Lincoln County. Emphasis should be on completeness and clarity of content.

It is requested the following section headlines are used in response to this RFP:

1. Statement of Qualifications

2. Project Narrative and Treatment of Issues
3. Project Schedule
4. Cost of Proposed Project
5. Appendix, if any

IX. Statement of Qualifications

Each Respondent must demonstrate its organization's competence, qualifications, and ability to provide the equipment and services requested in this RFP. Requested information shall include:

1. The business entity's legal name, address, and telephone number.
2. Understanding of the Project: Describe your understanding of the project, including a brief overview of your plan for accomplishing the services being requested.
3. A description of the qualifications of the key person(s) who will be responsible for providing the requested services, to include key subcontractors.
4. A description of the business entity's prior experience, including any similar services provided to specific agencies.
5. Proof of license to do business in the State of Montana and good standing with the Montana Secretary of State or provide a commitment that Contractor will become licensed in Montana within thirty (30) calendar days of being awarded the contract.
6. A signed copy of Contractor's W9.
7. Each Respondent must provide a copy of and maintain all necessary licenses, accreditations, and certifications in accordance with Montana laws, rules, regulations, and ordinances.

X. Project Narrative and Treatment of Issues

Respondent shall provide a project plan narrative and comment on any identified issues within this RFP, including suggestions on alternative approaches, services, and/or technology offered that might be of interest to the County.

XI. Project Schedule

Respondent must include in the proposal a project implementation timeline with an estimated duration from start to finish.

XII. Cost of Proposed Project

All proposal responses shall include a complete project cost which shall be all-inclusive to include, but not be limited to: labor, materials, equipment, travel, design, drawings, engineer work, supplies, shipping/freight, licenses, permits, and fees.

XIII. Appendix

Respondent should include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal.

XIV. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

1. As a subrecipient of federal financial assistance funding, County requires that Contractor comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-5 (2021); and

Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

2. (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

3. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers: When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. *If a waiver will be necessary, Contractor shall indicate so within "Treatment of Issues" section.*

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available, and the waiver process is described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO.

XV. Compliance with Laws and Non-Discrimination

Contractor agrees all hiring must be on the basis of merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, Contractor agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.

XVI. Choice of Law

Contractor and Lincoln County agree that jurisdiction and proper venue exist in the Nineteenth Judicial District, Lincoln County, Montana located in Libby, Montana. This Agreement will be construed under and governed by the laws of the State of Montana.

XVII. Taxes

In the event the Internal Revenue Services ("IRS") should determine the contractor is, according to IRS guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge that all payments to Contractor are gross payments and Contractor is responsible for all income taxes and social security payments received prior to such IRS determination.

XVIII. Termination of Contract

This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least one hundred twenty (120) days prior to the date of the intended termination.

XIX. Records

Contractor shall maintain sufficient records incidental to the performance of this Agreement to enable Lincoln County to document the performance of the Agreement. Contractor shall allow access to those records by the Lincoln County Sheriff's Office, the County Attorney's Office, and the County Auditor, any independent auditor employed by Lincoln County and to representatives of the state or federal government. Records shall be retained for at least seven (7) years after expiration or termination of the Agreement. This provision shall survive expiration or termination of the Agreement.

XX. Public Access to Information

Contractor acknowledges that the County is a local government unit, and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety.

XXI. Sovereign Immunity

Lincoln County, and any of its respective divisions of local government, acting through the Lincoln County Board of Commissioners does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA 2-9-111 and all other state laws.

XXII. Indemnification

Contractor shall defend, indemnify, and hold harmless Lincoln County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Contractor, its employees, agents, successors, and assignees.

Lincoln County shall defend, indemnify, and hold harmless Contractor, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Lincoln County, its Deputies, agents, employees, successors, and assignees.

XXIII. Severability

If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.

XXIV. Schedule

The following outlines the proposed timing of this project; however, Lincoln County reserves the right to modify the dates as necessary. Any changes will be issued in addendums to this RFP.

November 4st, 2022: RFP released on Lincoln County website and posted in *The Western News*.

November 21st, 2022, 5:00 p.m. MST: Deadline for submission of one (1) hard copy of proposal plus one (1) electronic copy in .pdf or Microsoft Word file format.

November 23rd, 2022: Board of County Commissioners and Sheriff review of received proposals.

November/December: Interview with prospective Contractor(s) if necessary. Award of contract.

Calendar Year 2023: Construction and completion of Meadow Peak Tower project.

XXV. Respondent's Instructions

1. Respondents should direct all questions to:

Undersheriff Brent Faulkner
Lincoln County Sheriff's Office
512 California Avenue
Libby, Montana 59923
(406) 293-4112 ext. 1231
bfaulkner@lcsomt.us

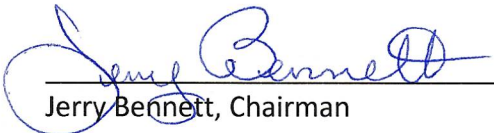
2. Respondents are only to direct questions in writing or by phone to the contact listed above. No contact is to be made with the Lincoln County Board of Commissioners.
3. Not later than November 21st, 2022, at 5:00 p.m.MST, proposals must be received in a sealed envelope marked on the outside with "RFP – Meadow Peak Communications Tower Project" and addressed to:

Undersheriff Brent Faulkner
Lincoln County Sheriff's Office
512 California Avenue
Libby, Montana 59923

XXVI. Disclaimers

1. Lincoln County reserves the right to reject all proposals, to negotiate individually with the proposers, and to select a respondent based upon the best interests of Lincoln County, which best interests may be based exclusively upon pricing.
2. Lincoln County reserves the right to withdraw the RFP at any time at its sole discretion. Further, Lincoln County reserves the right to amend the RFP to correct errors or oversights, or to supply additional information as shall become available, at any time prior to the opening of responsive submissions.
3. Lincoln County reserves the right to eliminate any mandatory, non-material specification or requirements that cannot be met by any of the prospective respondents.
4. Lincoln County reserves the right to request and require clarification at any time during the procurement process and/or require correction of mathematical or other apparent errors and/or to determine a respondent's compliance with the requirements of the RFP.
5. This RFP does not commit Lincoln County to the award of a contract, nor to pay any cost incurred in the preparation, submission or presentation of proposals in anticipation of a contract. Lincoln County reserves the right to reject all proposals, portions of proposals or subconsultants/team members, to further modify the scope of work and/or negotiate further with respect to the proposal or to select the firm which in Lincoln County's sole judgment provides the best overall proposal with respect to qualifications, experience, financial proposal and staffing abilities.
6. Nothing in this RFP shall constitute or be construed to create a partnership or joint venture between Lincoln County, its deputies, employees, agents, representatives, successors, or assignees and the Respondent, its officers, employees, agents, representatives, successors, or assignees. Neither Respondent nor Respondent's employees shall be deemed to be employees of Lincoln County. Proposals submitted in response to this procurement shall become the property of the County. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed and executed by the parties; thereafter, the proposals shall be deemed public records.

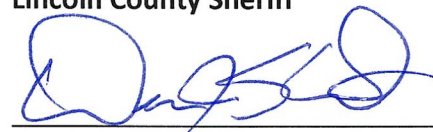
Lincoln County Commission



Jerry Bennett, Chairman

Date 11/2/22

Lincoln County Sheriff



Darren Short, Sheriff

Date 11/2/2022

